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5. PROJECT IDENTIFICATION:

- 5.1 All packages shall be clearly marked with the name of the project for which proposals are to be submitted and the official name of the business submitting the proposal.

Project 10 – Volume 7, Garage Foundations, Structure, & Systems

Proposals will be received in the Office of the City Clerk until 3:00 p.m. on **May 17, 2006**.

The packages will be opened at 3:00 p.m. in room B, located on the first floor, of the Municipal Plaza Building, 114 West Commerce. Any Proposal received after that time will be returned unopened. The City reserves the right to reject any and all proposals and waive any formalities.

6. PROJECT FUNDING

X This project is a 100% locally funded project. References to federally funded project requirements in this Project Manual are non-applicable.

 This project is a federally funded project. References to federally funded project requirements in this Project Manual are applicable.

7. PRE-SUBMISSION CONFERENCE

- 7.1 Notice is hereby posted that a pre-submission conference will be held in the Terminal 1, Conference Room A, San Antonio International Airport, City of San Antonio, Texas, at 10:00AM Central Time on Thursday, April 13, 2006. This conference will be held to answer questions prospective Offerors may have regarding the intent of the Project Manual and the plans. Attendance is not mandatory but is strongly encouraged.

8. HAZARDOUS ENVIRONMENTAL WORK

This project **does** include hazardous environmental work.

9. PROJECT SIGN

This project requires One (1) project sign(s). See Section 00751, Special Conditions, paragraph 29 for requirements.

END OF SECTION 00021

**San Antonio International Airport Expansion
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INSTRUCTIONS FOR DOCUMENT 00029

- A. Bidder shall study Bid Documents, the site, and conditions affecting the Work.
- B. Submit written questions on interpretation of Bid Documents and conditions, or other factors affecting the Work, and notification of discovered discrepancies or omissions in the Bid Documents, to Program Manager no later than noon on **May 3, 2006** by facsimile at (210) 832-5008. (Document 00029- Request for Information/Clarification may be used for this purpose). Verify receipt of the facsimile by calling Program Manager at (210) 832-5003. Confirm facsimile communications by mailing Bidder's original correspondence to Program Manager at the address given in Document 00029.

Neatly hand print or type data.

Section 00101

INSTRUCTIONS TO RESPONDENTS

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1. BACKGROUND

In the Five Year Capital Program, the City has identified a need to expand the San Antonio International Airport. The Terminal Expansion Program consists of one new terminal initially and, as increased air traffic warrants, a second new terminal. The program also includes a new parking facility, new bi-level roadway system, utility infrastructure, aircraft apron paving, expansion of the central utility plant, and demolition of existing Terminal 2.

The New Parking Facility will provide 3,000 new parking spaces on five levels of pre-cast concrete structure. Related construction includes underground utilities and relocation of existing utilities, two (2) pedestrian walkways, two (2) vehicular bridges, lighting, and signage.

The San Antonio International Airport seeks Competitive Sealed Proposals from qualified Respondents interested in providing the services as described in this Request For Competitive Sealed Proposals.

Work associated with this project includes but is not limited to: temporary facilities and controls, traffic control, drilled pier foundations, hydronic distribution, cast-in-place concrete, plant-precast and architectural precast concrete, unit masonry, structural steel, steel deck, metal fabrications, pipe and tube railings, expansion joints, rough carpentry, dampproofing, and waterproofing, traffic coatings, insulation, metal wall panels, thermo-plastic membrane roofing, roof accessories, sprayed fire-resistive materials, through-penetration firestop systems, joint sealants, steel doors and frames, aluminum entrances and storefronts, automatic entrance doors, automatic operators, door hardware, glazing, glazed aluminum curtain walls, metal framed curtain walls, plastic matrix terrazzo, specialty ceilings, sheet vinyl floor coverings, painting, louvers, fire protection specialties, parking control equipment, floor grids and mats, signage, lighting protection, cathodic protection, parking facility security, fire-suppression piping, electric traction elevators, mechanical systems including domestic water piping and fan-coil units, and electrical systems including power distribution and exterior lighting.

2. TERM OF CONTRACT

The anticipated term of the proposed contract is **Seven Hundred Eighty One (781) days from Notice To Proceed.**

3. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at:
**San Antonio International Airport
Terminal 1, Conference Room A,
San Antonio, Texas at 10:00AM Central Time on Thursday, April 13, 2006.**

Respondents are encouraged to prepare and submit their questions in writing 7 days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and by Addenda. Attendance at the Pre-Submittal Conference is optional.

Any oral responses given by City staff at the Pre-Submittal Conference shall be tentative. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding on the City.

4. RECEIPT OF PROPOSALS

- 4.1. Competitive Sealed Proposals and other required documents will be received in the Office of the City Clerk, second floor of City Hall, 100 Military Plaza, (corner of Commerce and Flores Streets) San Antonio, Texas or by mail at Office of the City Clerk, PO Box 839966, San Antonio, Texas 78283-3966.
- 4.2. Information and contract documents are obtainable from the National Blue Print Co., Inc., 8438 Gault Lane, San Antonio, Texas 78209 as set forth in the published Request for Competitive Sealed Proposals, Section 00021. All contract documents are on file in the Office of Plans and Records, 9th Floor, Municipal Plaza Building, 114 W. Commerce, San Antonio, Texas.

5. DISCREPANCIES AND INTERPRETATION

- 5.1. Prospective Respondents shall notify Consultant and Owner's/City Project Manager as identified in Section 00021, Request for Competitive Sealed Proposals in writing at least ten (10) calendar days prior to scheduled Proposal opening date if discrepancies and ambiguities or omissions are found in the Project Manual and Plans, or if further information or interpretation is desired.
- 5.2. All questions shall be submitted to the consultant in writing only on Document 00029 Request for Information/Clarification. Verbal questions and explanations are not permitted. It is recommended that all questions be sent to consultant by certified mail, return receipt requested; however, electronic submissions by facsimile or e-mail will be accepted.
- 5.3. Respondents are prohibited from communicating with City staff and City officials regarding this request for competitive sealed Proposal as outlined in Section 13 and with the following exceptions:
 - 5.3.1. Written questions concerning this Request for Competitive Sealed Proposal sent to consultant and or copied to the Owner's/City Project Manager as indicated in Section 00021, Request for Competitive Sealed Proposals.
 - 5.3.2. Violation of this provision by Respondent or his agent may lead to disqualification of their Proposal from consideration.
- 5.4. Answers by Consultants and/or Owner's/City Project Manager will be given in addendum form. All provisions and requirements of such addenda will supersede or modify affected portions of the Project Manual and Plans. All addenda will be incorporated in and bound with the Contract Documents. No other explanation or interpretation will be considered official or binding upon the Owner.

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6. PROPOSAL

- 6.1. Separated Contract: This project will be advertised as a "separated contract" in accordance with section 151.311 of the Texas Tax Code in order for the contractor to claim a tax exemption on the contract price of materials.
- 6.2. The Contractor's submitted Proposal shall be based on Contractor's investigation and knowledge of the conditions at the project site, the Project Manual and Plans and all addenda issued during time of advertisement prior to submitting Proposal.
- 6.3. Proposals containing omissions, alterations of City's wording contained in the Project Manual and plans, and other Contract Documents, conditional Proposals or qualifications which modify the Owner's Requests for Competitive Sealed Proposals may be rejected as non-responsive.
- 6.4. All applicable blank spaces including base Proposal, alternates and unit prices (when applicable) in the Proposal Form shall be completed. The signature shall be in longhand. Any inter-lineation, alteration or erasure on Proposal Form must be initialed by the signatory. In the event additional or extra blank spaces remain after completion of the various forms, Contractor shall enter the terms "none", "no cost to the City" or "not applicable" on any remaining blank spaces to indicate that the Contractor has considered City requests for information on every line presented.
- 6.5. Each copy of the Proposal shall include the legal name of Respondent and a statement whether Respondent is a sole proprietor, a partnership, or corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Respondent to a Contract. A Proposal by a corporation shall further give the state of incorporation and affix the Corporate Seal thereto. A Proposal submitted by a corporate agent for Respondent shall be accompanied by a valid Power of Attorney, attached, certifying the agent's authority to bind the Respondent.
- 6.6. Proposal amounts may not be amended or modified in any manner after the time set for the Proposal opening in the published Request for Competitive Sealed Proposal.
- 6.7. The City of San Antonio expressly reserves the right to reject any or all Proposals submitted, to interpret any Respondent's ambiguities to the City's advantage, or to award the Contract to the Respondent who, in the City's opinion, offers the most advantageous Proposal including price and qualifications under applicable law for the purpose intended by the City.
- 6.8. Proposals received after the advertised time set for the Proposal opening will be ineligible for opening and will be returned unopened to the prospective Respondent.

7. PROPOSAL REQUIREMENTS

The following documents constitute the required information to be submitted as a part of the Proposal. All packages shall be clearly marked with **Project 10, Volume 7- Garage Foundations, Structure & Systems** on the outside of the package and the official name of the business submitting the Proposal.

Respondent shall submit one (1) original signed in ink and ten (10) copies of the Proposal. All Proposals must be received in the Office of the City Clerk no later than **3:00**

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PM Central Time, Wednesday, May 17, 2006. Any Proposal received after this time shall not be considered. Proposals sent by facsimile or e-mail shall not be accepted.

Proposal Format

Each Proposal shall be typewritten and submitted on 8 ½" X 11" white paper. Font size shall be no less than 12-point type. All pages shall be printed one side only. Margins shall be no less than 1" around the perimeter of each page. Maximum number of pages shall be **seventy five (75)** excluding required attachments. Each page shall be numbered. Electronic files shall not be included as part of the Proposal; compact disks and/or computer disks submitted as part of the Proposal shall not be considered. Each Proposal must include the sections and attachments listed below and each section and attachment shall be separated by tabs; a Table of Contents page shall be included at the front of each proposal.

- 7.1. Original signed copy of Section 00301, Proposal Form.
- 7.2. Certificate of Non-Collusion (Proposal Form Attachment).
- 7.3. Original signed copy of the Proposal/Bid Bond issued by a corporate surety company licensed to do business in the State of Texas with a Best rating of A- or better and payable to the order of the City of San Antonio, Texas, in an amount of not less than five percent (5%) of the greatest total amount of the Proposal, must accompany each Proposal as a guarantee that if awarded the Contract the successful Respondent will promptly enter into a contract and execute bonds on the standard forms provided, as outlined in the Project Manual and other Contract Documents.
- 7.4. Original signed copy of the Small Business Economic Development Advocacy Program Forms - Good Faith Effort Plan.
- 7.5. Original signed copy of the Discretionary Contracts Disclosure Form (Section 00441).
- 7.6. Original signed copy of the Litigation Disclosure Form (Section 00551).
- 7.7. Respondent General Questionnaire (Section 00431): Complete and submit the Respondent General Questionnaire.
- 7.8. Financial Statements: Three consecutive years of most recent Financial Statements, preferably audited. NOTE: Financial Statements shall not count against 75 page maximum.
- 7.9. **EXPERIENCE**
 - 7.9.1. Describe Respondent's experience relevant to the scope of services contemplated by this CSP. List and describe relevant projects of similar size and scope performed over the past five years. Include contract value and identify project owner contact name, current phone number, facsimile number, and e-mail address.
 - 7.9.2. Describe Respondent's specific experience with public entity clients, especially large municipalities and airports. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services. Include contract value and identify

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project owner contact name, current phone number, facsimile number, and e-mail address.

- 7.9.3. If Respondent is proposing as a joint venture or has included sub-contractors, describe the selection rationale and the extent to which the joint venturers and/or subcontractors have worked together in the past. Highlight the proposed team members relevant experience.

7.10. QUALIFICATIONS

- 7.10.1. Discuss proposed Construction Superintendent's unique qualifications, roles and responsibilities on this project.

- 7.10.2. Identify staff to be assigned to the project to include, at a minimum, the Superintendent, Safety Manager, Quality Control Manager, and Project Manager. Provide resumes of the key personnel. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract. If selected for award, respondent shall utilize identified key personnel or their equal subject to prior written approval by the City.

7.11. PROPOSED PLAN

- 7.11.1. Include a narrative Statement of Understanding that illustrates perception and appreciation for the complexity of the project including sequencing, site specific constraints, and unique project visibility in the City structure. Provide a description of your Proposed Plan for execution of the work including a response to specific issues identified in the statement of understanding with precise solutions. Include a discussion of specific tasks to be accomplished and how you intend to perform the tasks; schedule issues, methodology, and unique problems perceived by Respondent and their solutions. Responses should focus on understanding of the project including special requirements such as phasing, partial occupancy and construction access.

- 7.11.2. Describe the firm's Safety Program explaining procedures designed to promote safety and to minimize and control construction hazards and risks and how these procedures have been applied to previous projects. Include methods used for achieving a heightened safety awareness through safety training, meetings and activities; the prompt detection and correction of unsafe practices and conditions; notification and investigation of accidents and claims; and for the development of safety inspection and accident prevention programs.

- 7.11.3. Describe the firm's quality assurance program explaining the methods used and how the firm maintains quality control during all phases of a project. Provide specific examples of how these techniques or procedures were used for any three projects listed.

- 7.11.4. Describe Superintendent's approach to communications, scheduling, and cost control.

- 7.11.5. Provide a statement about the availability and commitment of the Key Personnel identified.

- 7.11.6. Attach a one page organizational chart complete with names and titles of the proposed personnel assigned to this project.

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7.12. Proposal Checklist: Complete and submit the Proposal Checklist

Respondent is expected to examine this Request for Competitive Sealed Proposal carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

8. PROPOSAL GUARANTY

- 8.1. Original signed copy of the Proposal/Bid Bond issued by a corporate surety company licensed to do business in the State of Texas with a Best rating of A- or better and payable to the order of the City of San Antonio, Texas, in an amount of not less than five percent (5%) of the greatest total amount of the Proposal, must accompany each Proposal as a guarantee that if awarded the Contract the successful Respondent will promptly enter into a contract and execute bonds on the standard forms provided, as outlined in the Project Manual and other Contract Documents.
- 8.2. Termination of Proposal: No Proposal shall be withdrawn or terminated by Respondent without consent of the Owner for a period of **ninety (90) calendar days** after the opening of Proposals by the City. The City will identify the recommended Respondent on or before the 45th calendar day after opening of the Proposals.
- 8.3. Should the successful Respondent fail to execute the Contract and Bonds said Proposal Guaranty shall become the property of the Owner, not as a penalty, but as liquidated delay and administrative damages suffered by the City as a result of the successful Respondent failing to enter into the awarded City Contract.
- 8.4. Proposal guaranties of Respondents for the first, second and third highest ranked Proposal will be retained until after the Contract Agreement and Bonds have been executed. Proposal Guaranties of all except the three highest ranked Respondents will be returned by mail to unsuccessful Respondents upon certification of the top three Respondents, unless there is a justifiable reason for Owner to hold them for the full **ninety (90) calendar day** period.

9. PERFORMANCE AND PAYMENT BONDS

- 9.1. Performance Bond and a Payment Bond executed similar to forms included in the Project Manual will be required. A Performance Bond, in an amount of not less than one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Contract and a Payment Bond, as required by Chapter 2253 of the Texas Government Code, guaranteeing the payment of all persons supplying labor and furnishing materials, will be required.
- 9.2. Payment and performance bonds provided to the City of San Antonio for these purposes are required to conform to Article 7.19-1 of the Texas Insurance Code. To that end, all bonds provided (i) must be executed by a surety company holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law-or-(ii) must be provided by a surety company that is covered by reinsurance for any liability in excess of \$100,000.00 from a

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reinsurer authorized and admitted as a reinsurer in Texas holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law.

9.2.1. A listing on the Department of the Treasury Listing of Approved Sureties on the date of bond issuance shall be sufficient proof of the aforesaid certificate of authority.

9.2.2. A copy of the reinsurance contract(s) with accompanying cover letter with original signature shall be sufficient proof of the aforesaid reinsurance.

The Contractor shall provide either a copy of the list as described in "9.2.1" above, or the contract(s) and letter described in "9.2.2" above, together with the payment and performance bonds.

9.2.3. The successful Respondent to whom the Contract is awarded will be required to furnish a Performance Bond and Payment Bond, issued by a corporate surety company licensed to conduct business in the State of Texas with a Best rating of A- or better, for not less than 100% of the Contract Sum as set forth in the General Conditions. Bond forms bound in the Project Manual are included as information to the Respondent only and substitute originals provided by the City shall be used by Contractor and his surety in submitting the actual Project Bonds to the City.

10. QUALIFICATIONS OF RESPONDENTS

10.1. The Owner In addition to verification of the information provided in the qualification statement may make such investigations as he deems necessary to determine the ability and responsibility of the Respondent to perform the Work, and the Respondent shall furnish to the Owner reasonable information and data (including Financial Statement) for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Respondent fails to satisfy the Owner that such Respondent is responsible to carry out the obligations of the Contract and to complete the Work contemplated therein.

10.2. The Respondent by submitting his proposal certifies that he has not been debarred, suspended, become ineligible or voluntarily become excluded by any Federal Government department or agency at time of proposal submittal, that the Respondent will immediately provide written notice to the City if he learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance, and that the Respondent shall not knowingly enter into any contractual transaction with anyone who has been debarred, suspended, become ineligible or voluntarily become excluded by any Federal Government department or agency.

11. SITE INVESTIGATION

11.1. Each Respondent shall satisfy himself by personal field examination of the location of the proposed Work and by such other means, as he may prefer, as to the requirements of the Work to enable him to develop his Proposal intelligently and to his advantage. The Respondent shall make himself familiar with all of the Contract Documents and other Owner instructions including Respondent's ability to submit Pre-Proposal submittal inquiries to Owner and Design Consultant before submitting his Proposal in order that no Respondent misunderstanding shall exist in regard to the

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nature and character of the Work to be performed. No allowance will be made by City for any Respondent claim that the Proposal is based upon incomplete information as to the nature and character of the site or the Work involved. The submittal of the Proposal by Respondent shall constitute an admission by the Respondent that he has carried out the foregoing stipulations to his entire satisfaction.

11.2. After investigating the Project site and comparing the Project Manual and Plans and other Contract Documents with the existing conditions, the prospective Respondent should immediately notify the Consultant, and copy Owner's/City Project Manager in writing, of any conditions for which the requirements of labor and materials are not clear, or about which there is any prospective Respondent's question regarding the quantity and extent of the Work involved. Respondent inquiry notifications must be made in writing at least five (5) calendar days prior to the scheduled Proposal opening date.

11.3. It is understood and acknowledged by Respondent that full and complete allowance for conditions under which the Contractor will be required to perform construction, or that will in any manner affect Work under this Contract, are included in the Respondent's Proposal and reflected in the proposed Contract sum. A soils investigation (if applicable and included in Section 00221) may have been conducted as a potential aid to the Consultant in preparation of the Project Manual and Plans and may be included in the Project Manual. THIS INFORMATION WHEN INCLUDED IS AVAILABLE TO PROSPECTIVE RESPONDENTS WITHOUT EXPRESS OR IMPLIED REPRESENTATION, ASSURANCE, WARRANTY OR GUARANTEE BY OWNER OR CONSULTANT THAT IT IS COMPLETE OR CORRECT OR THAT IT REPRESENTS A TRUE, OR APPROXIMATELY TRUE, PICTURE OF THE SUB-SURFACE CONDITIONS TO BE ENCOUNTERED ACROSS THE PROPOSED WORK SITE. This information when included is available to prospective Respondents for review at the Consultant's office. Copies may be purchased from the Consultant by submitting the request form included in the Project Manual.

12. AMENDMENTS TO CSP

Changes, amendments, or written responses to questions received regarding this request for Competitive Sealed Proposal will be issued in Addendum from the Project Consultant.

Addenda may be posted to the City's website at www.sanantonio.gov/rfp/ and it is the Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a Proposal.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the request for Competitive Sealed Proposal, and changes to the request for Competitive Sealed Proposal - if any - shall be made in writing only.

13. RESTRICTIONS TO COMMUNICATIONS

Respondent or any other person acting on behalf of Respondent is prohibited from contacting elected City officials or their staff members regarding this solicitation or their Proposal from the time this solicitation is issued until such time that a City Council agenda is posted including this item; City council agendas are posted on-line at

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www.sanantonio.gov/agenda/ and at the kiosk located west of City Hall, 100 Military Plaza, San Antonio, Texas.

Once the CSP request has been released, Respondents are prohibited from communicating with City staff regarding the Request for Competitive Sealed Proposals, with the following exceptions:

- 13.1. Questions concerning this Request for Competitive Sealed Proposals shall be directed, in writing only, to:

Diane Cook, Program Manager
Carter & Burgess
9800 Airport Boulevard, Suite 479
San Antonio, Texas 78216
(210) 832-5008 FAX

Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile will be accepted. No inquiries or questions regarding this Request will be answered if received after **12:00 Noon, Central Time on May 3, 2006**, to allow ample time for distribution of answers and/or amendments to this Request. Communication with the City's Contact Person after the deadline for questions is not permitted. Respondents wishing to receive copies of the questions and their responses must notify the City's Contact Person in writing Prior to the date and time the questions are due.

- 13.2. Respondents and/or their agents may contact the Small Business Development Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the *Good Faith Effort Plan* form. Point of contact is Ms. Anita Uribe Martin (210) 207-3900 or aumartin@sanantioio.gov. Respondents and/or their agents may contact Ms. Martin at any time prior to the due date for submission of Proposals. Contacting her or her office regarding this Request after the Proposal due date is not permitted.

- 13.3. Respondent shall not contact City employees before an award has been made, except as set out in paragraphs 13.1 and 13.2 of this section. (This restriction extends to "thank you letters", phone calls, emails and any contact that results in the direct or indirect discussion of the Request and/or Proposal submitted by Respondents). Violation of this provision by Respondent or his agent may lead to disqualification of his Proposal from consideration.

- 13.4. The City reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by City.

- 13.5. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and rescored based upon this same criteria, or other criteria to be determined by the selection committee. The City reserves the right to select one, or more, or none of the Respondents to provide Services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

14. AWARD OF CONTRACT AND RESERVATIONS OF RIGHTS

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- 14.1. City Reserves the right to award one, more than one or no contract(s) in response to this CSP.
- 14.2. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- 14.3. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate CSP or the part of the City. However, final selection of a Respondent is subject to City Council approval.
- 14.4. City reserves the right to accept one or more Proposals or reject any or all Proposals received in response to this Request for Competitive Sealed Proposals, and to waive informalities and irregularities in; the Proposals received. City also reserves the right to terminate this Request for Competitive Sealed Proposals, and reissue a subsequent solicitation, and/or remedy technical errors in the RFCSP process.
- 14.5. City will require the selected Respondent(s) to execute the contract with the City prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFCSP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- 14.6. This RFCSP does not commit City to enter into a Contract, award any services related to this RFCSP, nor does it obligate City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.
- 14.7. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- 14.8. The successful Respondent must be able to formally invoice the City for services rendered, incorporation the SAP-generated contract and purchase order numbers that shall be provided by the City.
- 14.9. Conflicts of Interests. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics code, from having a financial interest in any contract with the City or any City Agency such as City-owned Utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child, spouse; s business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – Section 00441).

- 14.10. Independent Contractor: Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties that it has such authority.

15. LABOR STANDARDS

- 15.1. Notice that Section 2258 of the Texas Government Code replaces the requirements found in article 5159a of the Revised Statutes of Texas. All references to 5159a, if any, in this Project Manual and contract documents are hereby changed to Section 2258 of the Texas Government Code.
- 15.2. This proposed **Public Works** Contract, and Section 2258 of the Texas Government Code requires that not less than the general prevailing wage rate for Work of similar character in this San Antonio, Texas locality shall be paid for all laborers, workmen, and mechanics employed in the construction of the Project Work. Locally adopted prevailing wage rates are contained in the Contract Documents (see Section 00421 Wage Rate Determinations).

16. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM

- 16.1. The successful Respondent shall comply with the City of San Antonio's Small Business Economic Development Advocacy (SBEDA) Program. It is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specified goals for local S/M/W/AABE participation in this proposed construction contract. The City of San Antonio Small Business Economic Development Advocacy Program has established the following minority business enterprises (MBE), woman business enterprises (WBE), African-American business enterprise (AABE) and small business enterprises (SBE) goals for this proposed construction contract:

MBE Goal: 24.0% WBE Goal: 11.0% AABE Goal: 1.5% SBE Goal: 50.0%

AABE utilization may also be applied toward the MBE goal.

- 16.2. Requirements for **ALL** Proposals:
- 16.2.1. Proposal for all construction contracts should include as part of the Proposal SBE, MBE, WBE and AABE participation in a percentage, which equals or exceeds the goals set forth in the Request for Competitive Sealed Proposals.

- 16.2.2. During the term of the contract, any unjustified failure to comply with the levels of SBE, MBE, WBE or AABE participation identified herein, in the Request for Competitive Sealed Proposals shall be considered a material breach of contract.
- 16.2.3. During the term of the contract, if a contractor finds it necessary to change, add, or delete subcontractors, the contractor is required to submit a, "Request for Approval Of Change to Original Affirmed List of Subcontractors/Suppliers" for approval by the Director of the Managing Department, as well as the Director of Economic Development or designee.
- 16.2.4. If, after the award of a contract, the contractor is unable to meet the goal requirement by utilizing the SBEs, MBEs, WBEs, or AABEs specified at the Proposal opening, the contractor must seek substitute MBEs, WBEs or AABE to fulfill the requirements; the substitution must be approved by the Director of Economic Development (or designee) and the Managing Department Director. If, after reasonable good faith efforts, the contractor is unable to find a substitute, a post-award waiver may be requested. The request shall document the reasons for the contractor's inability to meet the goal requirement.
- 16.2.5. Contractors' failure to comply with the above provisions, or Ordinance #100183 during the Proposal process or during the term of the Contract shall be considered a material breach of contract. The Contractor shall be subject to any or all of the following penalties: suspension of contract, withholding of funds, rescission of contract based upon a material breach of contract pertaining to SBE, MBE, WBE or AABE utilization, refusal to accept a proposal, disqualification of a bidder, contractor or other business from eligibility for providing goods or services to the City of San Antonio for a period not to exceed two years, and imposition of a fine, applicable to each day not in compliance.

17. CONTRACT AND CONTRACT FORM

- 17.1. The successful Respondent will be required to execute the Calendar Day Contract (General Form) prepared and supplied by the City.
- 17.2. The City will require the selected Respondent(s) to execute the contract form with the city, prior to City Council award. The approved Respondent will submit all required contract instruments to the City necessary for full compliance and performance of the conditions of the Project Manual and plans prior to Council award of contract. The City will schedule a pre-construction conference to present the fully executed contract and to issue the work project authorization. The contractor agrees to commence work within seven (7) calendar days after issuance of the work project authorization also referred to as the notice to proceed.

18. INSURANCE

- 18.1. In anticipation of City Council consideration, the successful Respondent to whom the Contract is awarded will be required to furnish Owner with original Certificates of Insurance Coverage as set forth in the General Conditions, and any Supplemental Conditions and Special Conditions that may be applicable.
- 18.2. Prior to beginning work on the project the Respondent and all subcontractors shall be required to provide certificates of workers compensation coverage through a group plan or other method satisfactory to the Owner for their employees as set forth in the General Conditions and Title 28, Part 2 of the Texas Administrative Code, Subchapter B, Section 110.110.

19. TAX EXEMPTION

- 19.1. This project will be bid as a separated contract in accordance with an amendment to section 151.311 of the Texas Tax Code. This will allow the contractor to claim a tax exemption of the contract price of materials.

20. PERMITS AND FEES

- 20.1. The Contractor shall obtain all permits, licenses, inspections, etc., required by the City of San Antonio unless indicated otherwise in the Project Manual and Plans. City construction projects are exempt from payment for city permits and inspections when the contractor presents a waiver request at time of initial construction permit request and prior to start of construction. Contractor will request waiver forms from the Owner's/City Project Manager identified in Section 00021, Request for Competitive Sealed Proposal. The Contractor will not be reimbursed said fees if he fails to submit waiver request. Permit and inspection fees identified in the City's construction cost schedule are non-applicable, and their cost shall not be included in their bid. For projects which include fire sprinkler work, the contractor will be required to pay for fire sprinkler system review, permit and inspection fees.

21. TEMPORARY UTILITIES

- 21.1. The Contractor will furnish all services to the property, including electrical, water, gas and sewer. The General Contractor will include such service charges in their proposal.

22. WORK PERFORMANCE

- 22.1. The Contractor in the performance of the work shall comply with all Ordinances of the City of San Antonio, Laws of the State of Texas, and of the United States, including Rules and Regulations of the United States Department of Labor, pertaining to occupational safety and health administration standards as set out in 29 C.F.R. 1910, as presently existing or as may hereinafter be modified or amended.

23. SUBSTITUTIONS

- 23.1. Each Respondent represents their proposal is based upon the materials and equipment described in the request for competitive sealed proposal documents.
- 23.2. No substitution will be considered unless a written request has been submitted to the consultant or City Architect for approval at least ten (10) days prior to the date for receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

24. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 24.1. Respondents on this work will be required to comply with Executive Order 12449. The requirements for Respondents and contractors under this order are explained in Section 00801 in the Project Manual.

INSTRUCTIONS TO RESPONDENTS

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End of Section 00101

Section 00111

EVALUATION OF PROPOSALS

1. Evaluation of Proposals:

1.1. The City will conduct a comprehensive, fair and impartial evaluation of all Competitive Sealed Proposals received in response to this request. The City will appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and a combination of price and other factors that the City determines will provide the best value to the City. The following evaluation criteria will be used in determining the award of this Competitive Sealed Proposal Contract.

A. Proposed Price	(40%)
B. Experience	(10%)
C. Past Performance	(10%)
D. Qualifications	(10%)
E. Proposed Plan	(10%)
F. Small Business Enterprise Development Advocacy (SBEDA) Policy compliance	(20%)

1.2. The City will, within 45 calendar days after the Proposal submission due date, evaluate and rank each Proposal submitted using the selection criteria herein.

1.3. The City reserves the right to recommend value engineering; and to negotiate the Proposal cost, contract, time, and the Small Business Economic Development Advocacy (SBEDA) policy compliance plan with the selected Respondent. If negotiation agreement is unsuccessful, the City may negotiate with other Respondents until negotiations for final recommendation are reached.

1.4. The ~~Public Works~~ **Aviation** Department, the Small Business Economic Development Advocacy (SBEDA) Program office and other city staff will evaluate the submitted Proposals based upon the selection criteria described below. The ~~Public Works~~ **Director of Aviation** will make recommendation for award approval by the City Council.

1.5. The City will require the selected Respondent(s) to execute the contract form with the city, prior to City Council award. No work shall commence until the City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this request and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, the City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

1.6. The Respondent's qualifications will be evaluated in the following standard weighted major categories. The City expressly reserves the right to reject any or all Proposals submitted, to interpret any Proposal ambiguities to the City's advantage, or to award the contract to the Respondent who, in the City's opinion, offers the most advantageous Proposal under applicable law for the purpose intended by the City.

EVALUATION OF PROPOSALS CSP

00111-1

Addendum No. 01 - April 21, 2006

San Antonio International Airport Expansion
Project 10, Volume 7 – Garage Foundations, Structure and Systems

Signature

Date

ATTEST:

Title

I. BASE BID

Amount of Base Bid (Insert Amount In Words and Numbers):

\$ _____

II. Allowances (to be included in Base Bid amount above):

Amount of each Allowance

1	Temporary Signs	\$50,000.00
2	Art Relocation (Daystar)	\$50,000.00
3	Artwork	\$305,760.00
4	Peace Officer	\$456,885.00

III. Alternates

None

IV. Unit Prices

Amount of each Unit Price (if applicable) insert in Numbers. Identify with "add" or "deduct" in front of each amount in the "Other Installation Methods" columns.

	<i>Drilled Piers Payment Unit Prices</i>			
	<i>BASE BID ITEM</i>	<i>OTHER INSTALLATION METHODS</i>		
<i>Pier Diameter (Inches)</i>	<i>Slurry-Displacement Installed</i>	<i>Dry</i>	<i>Use Of Removable Steel Casing</i>	<i>Use Of Permanent Steel Casing</i>
	<i>\$ /L.F.</i>	<i>\$ /L.F.</i>	<i>\$ /L.F.</i>	<i>\$ /L.F.</i>
<i>24</i>				
<i>30</i>				
<i>36</i>				
<i>42</i>				
<i>48</i>				
<i>54</i>				

PROPOSAL FORM

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Addendum No. 01 - April 21, 2006

**San Antonio International Airport Expansion
Project 10, Volume 7 – Garage Foundations, Structure and Systems**

Official Name of Company (legal)

Telephone No.

Address

Fax No.

City, State & Zip Code

Email Address

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the _____ day of _____ in the year _____ by and between _____, hereinafter called the "Contractor", and the City of San Antonio, Texas, hereinafter called the "City or the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

Project 10, Volume 7 – Garage Foundations, Structure and Systems

Prepared by **HNTB Architecture, 715 Kirk Drive, Kansas City, Missouri 64105**, acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in **Seven Hundred Eighty One (781)** Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

LIQUIDATED DAMAGES

NO.	Milestone Description & Requirements	Within	After	Liquidated Damages Per Day
1	Substantial Completion Parking Garage	781	NTP	\$14, 878.00

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials: _____ Dollars, _____

Services: _____ Dollars, _____

Total: _____ Dollars, _____

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

DONE at San Antonio, Texas, on the day and year first written above.

CITY OF SAN ANTONIO

By: _____
City Manager

ATTEST:

City Clerk

City Attorney

IN WITNESS WHEREOF, said Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

DONE at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

Contractor

ATTEST:

BY _____
(Name)

Secretary

Operations Manager

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on this the _____ day of _____, 20____ by _____, _____ of _____ a _____ on behalf of said _____.

NOTARY PUBLIC in and for the State of
T E X A S

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES:

GENERAL CONDITIONS

1. Project Manual and plans may be obtained from the office of the National Blue Print Co., Inc. They may be purchased at a cost identified in the Request for Competitive Sealed Proposal. Section 00021. No refund will be made for plan sets that are returned.
2. In case of ambiguity or lack of clearness in stating prices in the proposal, the City reserves the right to adopt the most advantageous construction thereof.
3. This is a Lump Sum Contract, and the lump sum proposal price shall be inserted on the Proposal Form in words and figures. Proposals not so made will not be considered. Conditional proposals or proposals with incorrect figures or errors will not be considered.
4. Offerors are required to thoroughly familiarize themselves with all of the provisions of the Project Manual which includes: Request for Competitive Sealed Proposals, Instructions to Offerors, Good Faith Effort Plan and the Small Business Economic Development Advocacy Program requirements, Construction Contract Form requirements, Performance Bond and Payment Bond requirements, the General Conditions, Special Conditions, the wage rate requirements and the plans and specifications. Offerors are further required to inspect the site of the work and inform themselves of all conditions affecting the execution of the work to be performed. The submittal of the proposal shall constitute an admission by the Offeror that he has carried out the foregoing stipulations.

5. PREVAILING WAGE:

5.1. ~~This is a Public Works Contract, and~~ Texas Administrative code (Texas Workers Compensation Commission, title 28, Part 2 TWCC, Chapter 110 B Rule 110.110 as amended, (attached) and Texas Government Code, Chapter 2258 (attached) requiring that not less than the general prevailing wage rate for work of a similar character, as has been established by the City Council of the City of San Antonio (see Section 00420, Wage Rate Determination, when applicable or as per U.S. Department of Housing and Urban Development (see Section 00420, Wage Rate Determination, when applicable shall become a part of this contract and must be complied with.

5.2. In further compliance with Texas Government Code, Chapter 2258.023 (b), the Offeror, herein after referred to as Contractor shall forfeit as a penalty to the City the sum of sixty dollars (\$60.00) for each laborer, worker, or mechanic employed for each calendar day, or part of the day that the worker is paid less than the wage rates stipulated in the contract by him, or by any subcontractor under him.

5.3. The Contractor will submit payroll records each week, and not later than nine (9) Calendar days following completion of the worksheet being processed to the City of San Antonio Wage and Hour Compliance Office. These payrolls will contain the name, address, and Social Security number of each laborer, worker, or mechanic employed at the site of the work, worker's correct work classification, rates of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The payrolls shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable wage determination contained in these specifications and that the classifications set forth for each

Days identified in the Request for Competitive Sealed Proposal during which period of time Contractor binds and obligates himself at all times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged, and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be of the essence of this contract.

10.1 A Calendar Day is defined as any weekday including Saturdays, Sundays, and Official City Holidays. A Calendar Day also includes the Federal, State and City Holidays and days in which weather or other job site conditions are not favorable to perform the work. Upon written request the Owners / City Project Manager will provide a list of current City holidays. Nothing in this paragraph shall be construed as prohibiting the Contractor from working on Saturdays if he so desires but he is required to give at least the prerequisite forty-eight (48) hours written notice to the Owner's/City Project Manager of intent to perform work on Saturday for coordination. Work on Sundays or holidays will not be permitted except in cases of extreme emergency and then only with the written permission.

10.2 Should the work be delayed necessarily by any damage that may happen thereto by any unusual, unavoidable accident, or by the condition of the weather, or by action of the elements, or by any general strike of employees, or by shortage of materials, or by suspension of the work, or by any injunction or other court action or by any delay which may exist for the City to procure any title to lands or any right or interest therein needed for the purposes of said work, Contractor shall have no claim for damages on account of such delay, but calendar days will not be charged during the period of any such delays.

10.3 Completion of the project will be considered only after all stipulations, requirements and provisions of this contract are faithfully completed and the project is delivered to the City for use. In the event that only minor items remain for completion, the Director of **Aviation** may issue a conditional approval in accordance with the Construction Contract, listing the exceptions; however, the completion date will not be effective until all items noted as exceptions in the Conditional Approval have been corrected.

11. Claims for additional time as a result of adverse weather conditions will only be considered for weather conditions which are abnormal for the period of time and when such weather conditions had an adverse effect on the schedule of construction. The Contractor shall document adverse weather conditions on a monthly basis and submit to the Department Director through the Owner's/City Project Manager as identified in Section 00020 Invitation for Proposal no later than the 3rd calendar day of the following month. Any request for extra time due only to days, which prevent work on critical activities for fifty percent (50%), or more of scheduled work, to be considered. If no request is submitted for any given month, it will be assumed that no time was lost and the Contract Time shall not be adjusted later.
12. For the purposes of this contract, the following days per month of adverse weather are considered normal and no adjustment to Contract time will be made unless the number of adverse days exceeds the days indicated for the specific month and the work in question is dependent on appropriate weather conditions:

January	7 days	July	4 days
February	7 days	August	5 days
March	6 days	September	6 days
April	7 days	October	6 days

May **8 days**
June **5 days**

November **5 days**
December **7 days**

The contractor shall keep a current log on site documenting the weather conditions at the site for each calendar day of the contract.

13. No extension of time shall be deemed a waiver by the City of San Antonio of its right to terminate the contract for abandonment or delay by the Contractor for full responsibility for performance of the Work and obligations required by the Contract Documents. Once the Work has begun the Contractor shall properly man the project in a continuous manner and proceed with all diligence to complete the project within the Contract Time. The Contractor must work continuously and will not be allowed to stop activity on any weekday unless due to adverse weather or for reason pre-approved in writing by the Owner's/City Project Manager.
14. The Department Director or his authorized representative shall furnish a "Contract Time Statement" to the Contractor within ten (10) calendar days after the end of each calendar month, showing the number of calendar days charged and of such days credited to the Contractor during each month. Such action shall become final and binding upon the Contractor, unless he notifies the Department Director in writing of any discrepancies claimed by the seventeenth (17) day following such calendar month.
15. INSURANCE:

15.1. Prior to commencement of any work under this Contract, Contractor shall furnish an original completed Certificate(s) of Insurance to the City's Aviation Department which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The CITY shall have no duty to pay or perform under his CONTRACT until such certificate shall have been delivered to the City's Aviation Department, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

15.2. The City reserves the right to review the insurance requirements of this section during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the City allow modification whereupon the City may incur increased risk.

15.3. A Contractor's financial integrity is of interest to the City, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas otherwise acceptable to the CITY, in the following Types and Amounts: Insurance coverage , Performance and Payment Bonds shall be furnished by a company which is rated A- or better by A. M. Best Company and/or otherwise acceptable to the CITY.

and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

15.7. Contractor agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

15.7.1 Name the City and its officers, employees, volunteers and elected representatives and additional insured as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;

15.7.2 The Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under the contract with the City of San Antonio; and

15.7.3 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

15.8. CONTRACTOR shall notify the CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at the following address:

CITY OF SAN ANTONIO
Aviation Department
9800 Airport Boulevard
San Antonio, Texas 78216

CITY OF SAN ANTONIO
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

15.9. If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due, to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

15.10. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this agreement.

21. Additional work, corrections or changes in the Project Manual and Plans shall be accomplished only after written approval on City's "Field Alteration Request " form.
22. All Contractors working on a ~~public works~~ construction project under a contract with the City of San Antonio shall provide a drug free workplace and shall maintain a written drug abuse plan. A copy of the plan shall be kept on file by the Contractor and will be made available and subject to review by City of San Antonio representatives. The drug free workplace program will meet minimum requirements as established by The Associated General Contractors of America.

End of Section 00701

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Section 00751

SPECIAL CONDITIONS

1. SUPERVISION OF CONSTRUCTION

1.1 General: In accordance with the provisions of the Construction Contract, this contract is to be executed under the direction of the office of the Director of **Aviation**.

1.2 Architect/Engineer (A/E): The design of this project was performed by a representative of the Director of **Aviation**, referred to in the Project Manual and plans as the "Consultant", "Architect" or the "Engineer", who will exercise the authority and functions of the Director of Public Works in the following respects:

1.2.a Check the staking work by the Contractor.

1.2.b Checking of shop and work drawings furnished by the Contractor.

1.2.c Consultation and advice during construction and rendering those decisions requiring interpretation of the Project Manual, plans and specifications.

1.2.d Periodic visits to the project for consultation with the Inspector.

1.2.e Assist the City in the final inspection.

1.2.f Assist the City in the preparation of the monthly and final estimates.

1.3 Inspector: Unless otherwise provided or ordered, all resident supervision and inspection will be performed by an authorized representatives of the City, referred to in these specifications as the Inspector who will exercise the authority and functions of the City of San Antonio in the following respects:

1.3.a Review laboratory, mill and shop tests of materials and equipment for compliance with the Project Manual, plans and specifications.

1.3.b General supervision and administration of the authorized construction and review of all work performed for compliance with the Project Manual and plans.

1.3.c Conduct the final inspection (s).

1.3.d Accept the completed work.

1.3.e The Inspector shall have the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have the authority to reject all work and materials, which do not conform to the contract, and to decide questions, which arise in the execution of the work. The Contractor shall give the Inspector timely notice of the readiness for inspection of any work requiring inspection. If any underground work is performed without approval or consent of the Inspector, it shall be uncovered for inspection and properly restored at the Contractor's expense.

SPECIAL CONDITIONS

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1.4 Testing (when applicable for specific project): Sampling and testing of materials, laboratory inspection of materials and execution processes shall be performed at the expense of the City in a commercial testing laboratory selected by the City and or selected by the Consultant and approved by the City. The Contractor shall furnish all assistance required by the Inspector in obtaining samples. All testing, if any, required in the Mechanical and Electrical Divisions of the Specifications (Divisions 15 and 16) shall be performed by the Contractor. Payment to the City for initial building Inspection fees by the contractor is not required. The Contractor is subject to payment for re-inspections of non-compliance and unacceptable work. Contractor shall request specific testing requirements from Owner's/City Project Manager.

1.5. Superintendent: The Contractor shall provide a job superintendent who is experienced and competent during the progress of the work and any necessary assistants all satisfactory to the Director of **Aviation**. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor. Important directions shall be immediately confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

1.6 If the Contractor, in course of the work, finds any discrepancies between the project manual and/or plans and the physical conditions of the locality, or any errors or omissions in the documents as given by survey points and instructions, he shall immediately inform the project Architect or Engineer, in writing, and the Architect/Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

2. SEQUENCE OF WORK

Stages of Construction: The Contractor shall perform the work as outlined in Project Manual and as shown on the plans.

3. LAYING OUT OF BUILDING

The Contractor shall employ an experienced and competent instrument man to lay out the structure and establish a permanent and accessible benchmark from which the grades may be established and checked from time to time during the progress of the work.

4. PUBLIC UTILITIES

4.1 General: The Contractor's attention is hereby specifically directed to the information regarding the existing public utility structures, lines and mains which are known to exist and may be encountered within and adjacent to the limits of the work covered by this contract. The existence and location of underground utilities indicated on the plans are taken from the best records available and are not guaranteed, but shall be investigated and verified by the Contractor before starting work.

4.2 Contractor's Responsibility: The Contractor shall be held responsible for any damage to and for maintenance and protection of the existing utilities even though they are not shown on the plans. The Contractor shall also be responsible for giving the utility companies sufficient notice to relocate their utilities. The Contractor shall pay the cost of

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temporarily relocating utilities for the convenience of the Contractor. All sanitary sewer mains, laterals and manholes shall be relocated and paid for by the Contractor.

4.3 Shoring, Bracing and Supporting: In areas where utilities near the construction area would be damaged by soil movement, slips or cave-in, the Contractor shall take all precautions to protect such utilities from damage, and The Contractor shall be fully responsible for, and shall pay for the repair of any such damage without additional cost to the City.

5. MATERIALS

5.1 Quality: Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.2 Faulty Materials: The Contractor shall promptly remove from the premises all materials condemned by the Inspector as failing to meet contract requirements whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the City and shall bear the expense of making good the work of other contractors destroyed or damaged by such removal or replacement.

5.3 Salvageable Material: All salvageable materials, if any, as identified in the contract documents shall remain the property of the City and the Contractor shall remove, store and deliver as indicated in the contract documents.

5.4 Disposal, Recycling, and Reuse of Construction Materials and Waste: The Contractor shall be responsible for quantifying volumes and identifying reuse, recycling, or disposal locations of all material removed from the construction site, including soil, rock, gravel, excavation spoils, construction debris and contaminated materials through the use of trip tickets, manifests, or other methods, as appropriate for the type of material. Where the material has been identified in the Project Manual and plans, or is suspected to be contaminated by hazardous waste, toxic waste, petroleum storage tank waste, or other regulated materials, the contractor shall appropriately characterize the material for disposal, reuse, or recycling at a Texas Commission on Environmental Quality (TCEQ) and City of San Antonio approved facility prior to removal from the project site. The City reserves the right to devise and require use of certification forms in this regard. The City of San Antonio encourages reuse and recycling of materials, where applicable. The Contractor shall also be responsible for the safe and proper reuse and recycling of materials in accordance with all federal, state, and local regulations, when reuse or recycling is appropriate. The City of San Antonio retains the right to require the Contractor to provide evidence to the City's satisfaction that all waste materials have been disposed of at an approved landfill, or as legally appropriate. No waste material shall be deposited in any natural drain, creek, river or other watercourse. Reclamation of low areas may be performed only with the approval of the Director of **Aviation**. The Contractor shall, as directed by the Inspector, remove at the Contractor's own expense any fill that is blocking drainage which fill blockage has resulted from the Contractor's operations.

5.5 Imported fill material: The Contractor shall provide to the City the name and location of the borrow source for all fill materials imported to the construction site, including, but not limited to, rock, gravel, sand, soils, select fill, topsoil, etc. The City reserves the right to

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reject any proposed imported fill materials considered not acceptable by the City due to the physical or environmental nature of the material. The Contractor shall provide documentable evidence, to the City's satisfaction, as to the source, quantity, and quality of the fill material in the form of trip tickets, manifests, receipts, analytical results, etc., as required by the City. The City reserves the right to secure such information on a form devised by the City and require the Contractor's certification in this regard.

6. PAYMENTS

6.1. Cost Breakdown: Upon notification of the award of the contract and before the first application for payment, the General Contractor shall prepare and submit two (2) copies of the schedule of values (an accurate cost breakdown of the various items and total of the work) and submit to the Consultant for review and approval. One copy of the final approved breakdown shall go to the Owner's/City Project Manager. This cost breakdown shall be used only as a basis to establish the Contractor's application for payment.

6.2. Partial Payment: The Program Manager once each month will make an approximate estimate in writing of the materials in place and amount of work performed and the value thereof at the contract prices. In addition to the above and upon presentation copies of invoices and freight bills an estimate shall be made and included for the invoice cost of acceptable reinforcing steel, structural steel, precast concrete members, stone, gravel, sand or any other non-perishable materials delivered on the work site or in acceptable storage places and which have not been used in the work prior to such estimate. Partial payments for materials on hand or in acceptable storage shall not exceed the proposal price. From the total of the amounts so ascertained will be deducted a retainage amount as per Section 00501, Construction Contract, Section D paragraph 2. No estimate other than a final estimate will be made when the value of the work performed since the last preceding estimate is less than \$1,000.00.

7. TEST HOLES

Test hole logs and descriptive geotechnical data to determine soil conditions and depths when included in the Project Manual and/or in the drawings are furnished for the general information of Offerors and neither the City nor the Engineer assumes obligation or responsibility, either specific or implied, for the accuracy or complete-ness of any information contained therein. Refer to Project Manual Table of Contents to verify if Section 00221, Geotechnical Data is included.

8. SHOP DRAWINGS AND SCHEDULES

8.1 The Contractor will furnish the Engineer for approval, six (6) copies of shop drawings and equipment data of all trades to be built in this contract. When approved, four (4) copies will be returned to the Contractor so marked. The Contractor will be required to make all changes indicated by the Engineer.

8.2 The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other Contractor, all Shop Drawings and Samples required by the Contractor Documents or subsequently by the Architect as covered by Modification. Shop Drawings and Samples shall properly be identified as specified, or as the Architect may require. At the time of submission the Contractor shall inform the Architect in writing of any deviation in

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the Shop Drawings and Samples from the requirements of the Contract Documents. Shop Drawings and Samples submitted to the Architect without the Contractor's signed stamp thereon will be returned unchecked.

9. WORKING HOURS

No work with the exception of such items as curing of concrete, maintenance of barricades, etc., will be allowed between the hours of 7:00 P.M. and 6:00 A.M. of the following day unless directed by owner or requested by Contractor in writing and approved by Department Director. The placing and furnishing of concrete, the laying of pipe and street construction shall be limited to the hours between sunrise and sunset.

10. SANITARY PROVISIONS

The Contractor shall at his entire expense provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the City Health Department and of the State Department of Health.

11. USE OF EXPLOSIVES

Explosives will not be used in this project.

12. WATER

The responsibility shall be upon the Contractor to provide and maintain at his own expense an adequate supply of water for his use for construction and domestic consumption unless otherwise noted in the construction documents. Any connections and piping that the Contractor deems necessary shall be installed at his expense and at locations approved by the Inspector. Before final acceptance, all temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Inspector.

13. ELECTRICITY

All electric power required by the Contractor shall be furnished at his own expense unless otherwise noted in the construction documents. All necessary meters, switches, connections and wiring shall be installed at his expense and at locations approved by the Inspector. Before final acceptance, all meters, switches, connections and wiring installed by the Contractor shall be removed in a manner satisfactory to the Inspector.

14. ACCIDENTS

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work. The contractor must promptly report in writing to the Director of **Aviation** all accidents whatsoever arising out of or in connection with, the performance of the work whether on or adjacent to the site which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death, serious injury, or serious damage caused, the accident then shall be reported immediately by telephone or messenger.

15. OTHER CONTRACTS

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

16. MATERIALS

The Contractor agrees that in the performance of the work under this contract, the Contractor, Sub-Contractors, and suppliers shall use only such unmanufactured articles, materials (except bar reinforcing steel) and supplies as have been mined or produced in the United States; and only such manufactured articles, materials, and supplies as have been manufactured in the United States. Reinforcing Bar Steel, if meeting the requirements of the Project Manual, plans and specifications is acceptable if produced or manufactured outside the United States.

17. OWNER'S OCCUPANCY

The Owner shall have the right to take possession of and use any completed or partially completed portion of the structure or work not - withstanding the time for the completion of the entire work or such portions may not have expired. Such possession and use shall not be an acceptance of the work taken or used.

18. CLEAN - UP

18.1 The Contractor shall insure that all construction trash and debris shall be removed as often as necessary to prevent accumulation of such matter during construction.

18.2 Upon completion of all construction work, all construction and adjoining areas affected by the construction shall be thoroughly cleaned. All surfaces of the shelters, including metal and/or concrete finishes, shall be cleaned and neat and in mint condition. Remove all construction debris from sites.

19. ARRANGEMENT

The organization of the Project Manual into divisions, sections, and articles and the arrangements of drawings shall not control the Contractor in dividing the work among Sub-Contractors or in establishing the extent of work to be performed by any trade. No responsibility either direct or implied is assumed by the Architect or the Owner for omissions or duplications by the Contractor or by his Sub-Contractors due to real or alleged error in the arrangement of the Project Manual.

20. DISCREPANCIES

The Contractor shall in writing, call to the attention of the Architect any discrepancies between the Project Manual, specifications, plans, details or schedules. The Architect will then inform the Contractor, in writing, which document takes precedence.

21. WARRANTY

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The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor shall submit to the Owner with his request for final payment, copies of all manufacture's guarantees, service contracts, and all other guarantees specified to extend beyond the one year period of his own guarantee. All roofing requires a two-year minimum guarantee for labor and materials including accessories from the prime contractor and a multi year manufacturer's guarantee as specified in the roofing specification.

22. CONSTRUCTION PROGRESS SCHEDULE

The Contractor shall submit to the Architect, within ten (10) calendar days after the issuance of the fully executed contract and before submittal of first pay application, whichever is first, a Construction Progress Schedule showing the projected stages of completion for each week of work within the contract time period of construction. The progress chart shall show clearly, in numerical percentages, the estimated percentage of work to be completed for each week and the estimated beginning and completion date of each construction trade.

23. SITE INSPECTION

23.1. Each Offeror shall carefully examine the sites and the contract documents, and shall satisfy themselves as to the existing conditions under which he must operate in order to perform the work under this contract. No additional compensation will be made on behalf of the Contractor for any error or negligence on his part, nor for discrepancies on Drawings pertaining to grades, slopes and elevations.

23.2. Discrepancies between requirements of the Contract Documents and actual site conditions shall be brought to the attention of the Architect in writing no later than five (5) calendar days prior to scheduled Proposal Opening date, and the Architect will issue the necessary instructions to all Offerors.

24. TEMPORARY OFFICE

The Contractor shall provide or erect on each premise, at a location directed by the Architect, a temporary weathertight office. This structure shall be maintained in good condition and shall be promptly removed from the site at the completion of construction.

25. STORAGE SHEDS

The Contractor shall provide on each premise where directed, maintain in good condition, and remove at completion of construction, suitable substantial weathertight storage sheds in which he shall store all materials of a nature that require protection from the weather.

26. TELEPHONE SERVICE

In the office where directed, the General Contractor shall provide a telephone for the use of all employed about the building. The General Contractor shall pay for the installation, maintenance and removal of the telephone and for all charges for the use of this telephone,

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except charges for long distance messages, which shall be paid for by the person making same. The telephone shall remain until the full completion of the work and shall be removed when directed by the project Architect. Access to and use of this telephone shall be available to the City's representative(s).

27. TEMPORARY HEAT

If temporary heat is required for the protection of the work before the permanent heating apparatus is available for use, the General Contractor shall provide approved heating and shall provide adequate and proper fuel and maintain fires as required for protecting or drying out the work. Temporary heating apparatus shall be installed and operated in such manner that the finished work will not be damaged thereby.

28. PROJECT RECORDS DOCUMENTS

The Contractor shall furnish and maintain at the site, one copy of the Project Manual, plans, specifications, addenda, approved shop drawings, inspection and testing forms, change orders, field alterations, and other modification documents, schedules, rain day, employee, and other work logs in good order and marked to record all changes made during constructions. These shall be available to the Architect. At the completion of the project, the Contractor shall furnish and mark up one (1) new set of complete project prints of the Contract Drawing showing all "as-built" conditions. This set shall be submitted to the Architect for review and delivery to the City of San Antonio.

29. PROJECT SIGN

Within thirty (30) days from issuance of the Notice to Proceed (Work Project Authorization), Contractor shall construct, erect, and maintain at his own expense, the 4'0" high x 8'0" wide sign(s), neatly constructed of new lumber and completely painted a minimum of two (2) coats of exterior flat enamel with all letters painted with semi-gloss enamel. Sign(s) shall be placed where directed by the Owner's/City Project Manager who will furnish a detailed drawing of the sign showing letter and colors. Sign(s) shall bear the name of the project, name of funding source(s), the names of the Architect/Engineers, Contractor and public city officials. See attachment for general layout. Names of current Council members will be provided by the Owner's/City Project Manager at the pre-construction meeting. Installation of the approved project sign(s) must be completed prior to acceptance of the contractor's first payment application. Refer to Section 00021, Request for Competitive Proposals for number of signs required.

30. MEDIA RELEASES, STATEMENTS AND INQUIRIES

The Public Works Director is the official spokesperson for the Public Works Department on all matters of policy and external relations. Contractors are required to advise and encourage media to direct initial inquiries through the Public Works Director's Office which has procedures in place to access and speed up effective and efficient responses. For safety and security related reasons, unauthorized persons are prohibited from visiting construction sites without Public Works Department approval.

End of Section 00751

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- a. Remote Parking Lot – Volume 1
 - b. Hydronics Lines – Volume 2
 - c. Storm Sewer Outfall – Volume 3
 - d. Signage – Volume 5
 - e. Landscape – Volume 6
2. T2 East Demolition / Renovation.
 - a. Interior renovation to accommodate the relocation of American Airlines and Continental Airlines to facilitate the demolition of the east end of the building in order to build Terminal “B”.
 - b. Schedule of this work is from December, 2005 through August, 2006.
 3. Central Utility Plant Expansion.
 - a. Expand the existing Central Utility Plant to accommodate new chillers, relocated boilers, and new pumps, expand cooling tower by one cell.
 - b. Schedule for this work is from September, 2005 through June, 2006.
 4. Utility Relocation.
 - a. Temporary and permanent utilities to serve existing and new terminal buildings.
 - b. Schedule for this work is from August, 2005 through August, 2006.
 5. Terminal “B”.
 - a. Multi-story terminal building including foundations, structure, exterior envelope, and all systems to produce a functioning building.
 - b. Schedule for this work is from January, 2006 through April, 2008.
 6. Landside Utilities and Roadways.
 - a. New at grade and elevated roadways to serve the new and future terminal buildings.
 - b. Underground utilities associated with the roadway and to serve new buildings.
 - c. Schedule for this work is from September, 2006 through April, 2008.
- B. Review contract documents and other information furnished by Planning and Engineering Manager to confirm effects of separate contract and City work and to coordinate work of this contract with it.
1. Documents will be on display at Plan Rooms.
 2. Plans and Specifications can be obtained from the office of **National Blue Print Co, 8438 Gault Ln, San Antonio, TX 78209**. Plans and Specifications may be purchased at a cost of \$ 250.00 per set (tax included). No refund will be made for plan sets that are returned.
 3. No partial sets will be sold.
- C. Cooperate and coordinate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
- D. The Program Manager will resolve conflicts and discrepancies between this contract and separate contracts and work by Owner.

- E. Differences in costs will be adjusted by Field **Alteration**.

1.4 REFERENCES

- A. See Document 00703- Additional General Conditions, Paragraph 24.8 for costs included and excluded from cash allowance values listed in 1.04 below.
- B. Follow Section 01255- Modification Procedures for processing allowance expenditures. Cash Allowance sums remaining at Final Completion belong to the City, creditable by Change Order.
- C. Follow Section 001290 – Payment procedures for Expenditure of Cash Allowances.

1.5 SCHEDULE OF CASH ALLOWANCES

- A. **ALLOWANCE NO. 1 –TEMPORARY SIGNS**
Allow \$50,000 for temporary signs as set forth in Section 01507. The allowance is to cover the fabrication of signs and mounting assemblies as well as installation, moving and removal of signs. The allowance will also cover the removal and reinstallation of existing vehicular signs.
- B. **ALLOWANCE NO. 2 – ART RELOCATION (DAYSTAR)**
Allow \$50,000 for THE relocation of the existing Daystar artwork. The cost of removal and re-installation of the Daystar artwork under direction of the Project Artist is to be included in the Bidder's proposed cost of the Work.
- C. **ALLOWANCE NO. 3 – ARTWORK**
Allow \$305,760.00 for the furnishing of project artwork. The cost of design, production and installation of the artwork according to the Artist's direction is to be included in the Bidder's proposed cost of the Work.
- D. **ALLOWANCE NO. 4 – PEACE OFFICER**
Allow \$456,885.00 for one Peace Officer, calculated for a 9 hr. day shift and 9 hr. night shift, for the duration of the 781 day contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01210

SECTION 01325 R

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.01 Scope Description

The scope of this specification is to require the use of Critical Path Method (CPM) scheduling to assure adequate planning and control during the execution of all work required by this contract. The Progress Schedule [Schedule] is to be used for assuring that all work will be completed by the contract completion date. This specification covers all scheduling deliverables and monthly update requirements. The schedule shall include activities for the following: mobilization, shop drawing and submittal approval, major material and equipment fabrication and delivery, field erection/installation, testing and startup, access to and availability of work areas, interfaces and dependencies with other contractors, contract milestones (as defined in Section 01326, Construction Sequencing), and construction phasing.

The Schedule shall include all subcontractors' activities at the same level of detail as described in the previous paragraph and in PART 2 Schedule Deliverables. The contractor shall be responsible for ensuring that subcontractor scheduling data presented in Schedule updates and reports accurately represents the status of subcontracted work.

1.02 Responsibilities

The contractor is solely responsible for the scheduling of the contract scope of work. The contractor's management personnel shall actively participate in the development of the Schedule so that the intended sequences and procedures are clearly understood by the contractor's organization. The contractor is solely responsible for the costs of fulfilling the requirements of Section 01325, Construction Schedules.

1.03 Joint Ownership of Float

The contractor's Progress Schedule shall begin on the day after issuance of Notice to Proceed and conclude with the date of Substantial Completion of the Project. Float or slack time within the construction schedule is not for the exclusive use or benefit of either the owner or the contractor, but is a jointly owned, expiring project resource available to both parties as needed to meet the contract milestones.

1.04 Weather Conditions

Seasonal weather conditions should be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures, precipitation and/or saturated soil conditions, to ensure completion of all work within the Contract period. Time extensions for abnormal rainfall conditions will be granted only to the extent that the actual time due to abnormal weather conditions lost during a particular month meets the definition of lost time in Section 00703 General Conditions, Article 50. Time extensions granted for abnormal weather are not compensable.

PART 2 SCHEDULE DELIVERABLES

2.01 Progress Schedule

- A. Preliminary Progress Schedule: The Contractor shall submit for Program Manager's review, no later than the Pre-construction Conference, a preliminary Progress Schedule as defined in GC-General Conditions, Article 5.14. The Preliminary Progress Schedule shall clearly identify the schedules of work for each of the major areas of

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work and define all activities to be performed by the contractor for the first 60 days of the contract; including all submittals required by the contract. All schedules described in this specification shall be based on the critical path method using the "PDM" format. All schedules provided herein shall be based on the Contract Time and shall show Substantial Completion within the Contract Time. In addition all scheduled activities that denote work effort shall be resource and cost loaded with appropriate man-hours or man-days and unit prices as are consistent with that activity. The network analysis is required to assure adequate planning and execution of the work and to assist the Owner in appraising the reasonableness of the schedule and evaluating the progress of the work before and during construction.

- B. Progress Schedule: The Contractor shall, within thirty (30) days from Notice to Proceed, and before payment for the first pay request has been made, submit for Program Manager's review, a Project Progress Schedule consisting of a detailed plan of the activities and sequence of operations required for the performance of entire contract period. The Progress Schedule shall be a computerized, time-scaled, CPM network using the PDM convention. The Contractor shall utilize Primavera for Windows Version 3.0 (or later) for development of the Progress Schedule. The Progress Schedule shall be based on a straight seven day calendar week. The contractor's non-work periods such as weekends and holidays shall not be identified in the Progress Schedule.

The Progress Schedule shall be prepared in sufficient detail such that the Program Manager can readily monitor and follow progress for the period between Notice to Proceed and Owner Acceptance. Except for submittal, fabrication and delivery activities, no activity duration shall exceed twenty (20) calendar days. The Progress Schedule shall comply with the various limits imposed by the Scope of Work and by any specified milestone completion dates. The level of detail shall be satisfactory to the Program Manager. The Progress Schedule shall incorporate the Preliminary Progress Schedule, updated with current status at the time the Progress Schedule is initially submitted to the Program Manager for review. After Program Manager's approval of the Progress Schedule, it becomes the basis for which future work and changes are measured.

The Progress Schedule submission shall include the following:

1. 2 copies of time-scaled logic diagrams depicting all activities.
2. Predecessor/Successor Report sorted by Activity ID.
3. Schedule Report (Bar Chart) sorted by Early Start, then Total Float
4. 3 1/2" floppy disk containing Progress Schedule
5. Detailed Resource Report-sorted by Early Start, Then Total Float
6. Detailed Cost Report-Sorted by Early Start, Then Total Float

2.02 Three Week Rolling Schedule:

- A. The Contractor shall submit a Three Week Rolling Schedule, after approval of the final Progress Schedule by the Program Manager, each week to be used as the basis for discussion of contract progress in the weekly contractor meetings. The Three Week Rolling Schedule shall represent the actual detailed work plan used by the Contractor in meeting the Progress Schedule and contract Milestones.

The Three Week Rolling Schedule shall be in bar chart format and reflect the previous week's activity progress as well as a projection of the activities

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expected to be in progress during the following two week period. The activities in the Three Week Rolling Schedule shall be in greater detail than that of the Progress Schedule and shall support the activity time frames shown therein.

2.03 Manpower Schedule:

- A. Within thirty (30) days from Notice to Proceed, the contractor shall submit for Program Manager's review a time-scaled tabular Manpower Schedule depicting the total numbers of contractor and subcontractor personnel required to perform the Work. This Manpower Schedule shall be incorporated into the Progress Schedule as described in 2.01.B, above. Manpower Schedule Reports shall be subtotaled by contractor office/supervisory and craft and shall separately identify subcontractor manpower levels throughout the contract period. The manpower totals reflected in the Manpower Schedule shall be revised as necessary to be consistent with and supportive of the activities in the Progress Schedule.

2.04 Schedule of Values

- A. The Contractor shall submit for Program Manager's review, no later than the Preconstruction Conference, a preliminary Schedule of Values as defined in 00703 Additional General Conditions, Article 42.
- B. Within twenty-one (21) days from the Notice to Proceed and prior to payment for the first pay request, the Contractor shall submit to the Program Manager an acceptable Schedule of Values which depicts, in tabular form, a breakdown of the Contract lump sum bid items. The lump sum bid items shall be organized and subtotaled by CSI categories in a format prescribed by the Program Manager. The Schedule of Values shall also be incorporated into the Final Progress Schedule, described in 2.01.B above, and shall be consistent with and supportive of the Progress Schedule. The Tabular Schedule of Values Report shall serve as the Contractor's vehicle for payment.

2.05 Construction Progress Chart

- A. Within fifteen (15) days from Program Manager's approval of the Progress Schedule, the Contractor shall submit for Program Manager's review a time-scaled Progress Chart depicting progress against major categories as defined by the Program Manager's master schedule. The Chart shall be in bar chart format and reflect scheduled and actual percentages for the duration of the contract for each of the category subtotals. A relative weighting of each of the subtotals, based on its contribution to the total contract value, as well as a monthly cumulative percent complete curve ("S" curve) for the total contract period, shall be depicted on the chart.

2.06 Daily Manpower and Equipment Schedule

Commencing on the day after Notice to Proceed, the contractor shall submit to the Program Manager, in a format approved by the Program Manager, a Daily Manpower and Equipment Schedule. The Schedule shall list personnel from the contractor's organization currently working at the job-site in the categories of office/supervisory and type of craft. Subcontractor manpower levels shall be shown in the same format.

Contractor and subcontractor equipment shall be listed with combined totals by equipment type.

The Daily Manpower and Equipment Schedule shall include a brief synopsis of the work in progress on the report date, highlighting significant accomplishments and problems encountered. A brief description of the weather, including the high temperature and precipitation amounts experienced during the work period shall be included.

2.07 Submittal Schedule

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- A. Preliminary Schedule of Shop Drawing and Sample Submittals: The contractor shall submit for Program Manager's review, no later than the Pre-Construction Conference, a preliminary Schedule of Shop Drawing and Sample Submittals as defined in 00700 General Conditions, Article 30.
- B. Submittal Schedule: Within thirty (30) days from NTP and prior to payment for the first pay request, in a format approved by the Program Manager, the contractor shall submit a Submittal Schedule listing all technical submittals to be submitted for Program Manager's review during the contract period, including but not limited to all shop drawings, samples, data sheets, vendor information and catalog cuts required to meet the contract specifications and requirements. The Submittal Schedule shall define and track scheduled and actual dates against discrete steps in the submittal review process. The Submittal Schedule shall indicate the earliest site need date for each procured item and provide a reference to the corresponding Progress Schedule activity. The Submittal Schedule shall include a 30 day Program Manager's review period for each submittal. The Submittal Schedule must be updated monthly and submitted with the other monthly reporting documents submitted by the Contractor.

PART 3 MONTHLY REPORTS

- 3.01. The Contractor shall submit a Monthly Report with a progress cutoff to be established by the Program Manager. The first Monthly Report shall be submitted prior to payment for the second pay request and shall be a prerequisite for payment for all subsequent pay requests. The Monthly Report shall consist of the following:

- A. Narrative Report

- Narrative Report stating the percentage of work completed, a description of the physical progress achieved during the period, plans for the forthcoming period, problem areas and proposed solutions, delaying factors and their impacts, and an explanation of corrective actions taken or proposed.

- B. Progress Schedule

- Predecessor/Successor Report sorted by Activity ID.

- Schedule Report sorted by Early Start, then Total Float

- One 3 1/2" floppy disk containing updated Interim Progress Schedule/Progress Schedule.

- Two (2) copies of a Primavera time-scaled logic diagram, depicting all Interim Progress Schedule/Progress Schedule activities and updated through the current reporting period. The copies shall be on a single sheet or multiple sheets pasted to comprise a single sheet. The logic diagram shall be sized such that all activities are clear and legible.

- C. Submittal Schedule

- Updated through the current period to show actual progress against the various submittal and procurement schedule steps. For any submittal that must be resubmitted for review, the schedule shall allow a thirty (30) day Program Manager review period for each iteration.

- D. Manpower Schedule

- Updated through the current period to reflect actual numbers of personnel on the job site, by individual craft, subcontract and supervisory categories.

E. Construction Progress Chart

Updated through the current period to reflect actual progress of the Project.

PART 4 SCHEDULE REVISIONS AND TIME IMPACT ANALYSES

- 4.01 Updating the Progress Schedule to reflect actual progress shall not be considered a revision to the Schedule. The Contractor shall notify the Program Manager in writing of its intent to revise the Schedule due to one or more of the following conditions. The Contractor shall provide notification within seven (7) days of the initiating event.

When an event or change order impacts any intermediate milestone dates, or the Substantial Completion date.

When the Contractor elects to change any sequence of activities affecting the critical path or significantly changes the previously reviewed Progress Schedule;

- 4.02. Within ten (10) days of notification of an initiating event which impacts the critical path or an intermediate milestone date, the contractor shall submit to the Program Manager a Time Impact Analysis illustrating the influence of the event on the appropriate intermediate milestone or milestones and/or the critical path.

The Time Impact Analysis shall be complete in all respects and shall include, as a minimum, a narrative describing the initiating event and how it impacted the Schedule, a critical path analysis performed with Primavera [Contractor must submit the critical path analysis on floppy disk(s)], and all supporting documentation.

The Time Impact Analysis shall reflect activity duration from the update of the Progress Schedule in effect just prior to the effect of the change. The Contractor shall compare the status of the Progress Schedule as modified by the initiating event with the status of the Progress Schedule update immediately prior to the initiating event to determine schedule impact. The number of days of schedule impact shall be analyzed, with delay apportioned to the initiating event and/or the contractor's own actions.

- 4.03 Upon Program Manager's review and subsequent agreement with the Contractor on the number of days of schedule impact, the influence of the initiating event shall be incorporated in the next monthly Progress Schedule update. Agreement between the Program Manager and the Contractor on the number of days of schedule impact does not imply Program Manager's concurrence on the number of days of impact to be included in a Change Order or Supplemental Amendment.

When agreement has been reached on the number of days to be included in an overall time extension or an extension to an intermediate milestone, the revised Progress Schedule with the extensions will become the basis for any future approved changes.

The contractor shall incorporate activities representing the total value of approved change orders as each is approved. Change order activities shall be assigned unique activity codes such that they can be segregated in the Progress Schedule.

END OF DOCUMENT

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5. Security badging following Section 01506- Temporary Controls.
6. Approval of construction schedules following Section 01325- Construction Schedules.
7. Product acquisition for other tasks; except products with short lead times may be acquired later as required to maintain schedule performance.
8. Acquisition of major construction equipment and set-up of on-site storage and office space.
9. Other activities necessary to maintain schedule performance.
10. Construction of exterior and interior barricades and enclosures following Section 01505- Temporary Facilities.

C. Demobilization:

1. Processing of closeout documents, following Section 01770- Contract Closeout, and activities not otherwise completed at construction completion.

1.04 CONSTRUCTION SEQUENCE

- A. Sequence of work or tasks indicated in the schedule included in the Drawings is intended only as a guide for Bidding.
- B. Prepare and process Contractor's construction schedule following Section 01325- Construction Schedules.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 CONSTRUCTION SEQUENCE

- A. Construct the Work in sequence as shown on Drawings.

3.02 CONTRACT MILESTONES

- A. Complete Work to meet the following milestones.

LIQUIDATED DAMAGES

<i>NO.</i>	<i>Milestone Description & Requirements</i>	<i>Within</i>	<i>After</i>	<i>Liquidated Damages Per Day</i>
<i>1</i>	<i>Substantial Completion Parking Garage</i>	<i>781</i>	<i>NTP</i>	<i>\$14, 878.00</i>

- B. In addition to Liquidated Damages, pay \$500.00 for every fifteen minute period, or every fraction thereof, during which Contractor disrupts Airport Operations or any service to Airport operations without prior approval.
- C. Substantial Completion is defined in Section 00703 Additional General Conditions, Articles 41 and 47.

END OF SECTION

SECTION 01506

TEMPORARY CONTROLS

PART 1- GENERAL

1.01 SECTION INCLUDES

- A. Dust control.
- B. Noise control.
- C. Pest and rodent control.
- D. Pollution and environmental control.
- E. Security Controls, Security Plan and Procedures.
- F. Safety requirements and safety plan.
- G. Emergency procedures.
- H. FAA's special requirements during construction.

1.02 REFERENCES

- A. U.S. Department of Transportation Federal Aviation Administration Advisory Circular AC 150/5370-2C.

1.03 SUBMITTALS

- A. Make following submittals in 3-ring "D" binders, with clear spine and cover pockets and label "Airport Construction Control Plans" on white card-stock inserts. Prepare submittals as work of this and other Sections, but submit following Section 01312- Coordination and Meetings.
- B. Preliminary "Airport Construction Control Plans": Submit, under provisions of Section **01312**, 3 | copies in draft form of the following, with section dividers labeled as and containing:
 - 1. Construction Traffic Control Plan, prepared under Section 01555- Traffic Control and Regulation.
 - 2. Emergency Response Plan listing Safety Officers (Paragraph 1.09) with names, positions, office and home telephone numbers, and pager and portable telephone numbers.
 - 3. Safety Plan, including Trench Safety Plan prepared under Section 01561- Trench Safety System.
 - 4. Security Plan.
 - 5. Dust Control Plan.
 - 6. Ground Water and Surface Water Control Plan prepared under Section 01578- Control of Ground and Surface Water.
 - 7. Revise as required and submit 5 final copies, in same form as preliminary copies under Section 01312- Coordination and Meetings.

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- C. Pesticides and Poisons: Submit following Section 01340- Shop Drawings, Product Data and Samples. Include Material Safety Data Sheets and manufacturers' recommendations for use and application. Include copy of applicator's certification from manufacturer.

1.04 DUST CONTROL

- A. Prevent uncontrolled dust creation and movement. Prevent airborne particulates from reaching receiving streams or storm water conveyance systems, building interiors and Air Operations Area (AOA).
- B. Use one or more of the following methods on exposed soils:
 - 1. Mulches bound with chemical binders.
 - 2. Temporary vegetative cover.
 - 3. Spray-on adhesives on mineral soils when not used by traffic.
 - 4. Till to roughen surface and bring clods to the surface.
 - 5. Irrigate by water sprinkling.
 - 6. Barriers using solid board fences, snow fences, burlap fences, crate walls, bales of hay, or similar materials.
- C. Use plastic membrane enclosures at building interiors, following Section 01505- Temporary Facilities.
- D. Implement dust control methods immediately whenever dust migration is observed.
- E. When trash, debris, excess products, and other foreign material is sighted outside contract limits, immediately notify the Airport Traffic Control Tower (ATCT), but do not attempt to remove unless so directed by ATCT.

1.05 NOISE CONTROL

- A. Provide vehicles and tools with noise suppressors and use methods and products that minimize noise to the greatest degree practicable. Follow OSHA standards and City Ordinances regarding noise. Do not create noise levels which interfere with the Work, with work by City, with airport operations, or which create a nuisance in surrounding areas.
- B. Do not use impact-type or powder-actuated-type tools adjacent to occupied office-type areas.

1.06 PEST AND RODENT CONTROL

- A. Provide pest and rodent control as required to prevent infestation of construction or storage areas using legal chemicals applied by a licensed applicator.
- B. Provide methods and products with no adverse effect on the Work or adjoining properties.
- C. Use and store chemicals following manufacturers' recommendations and with local, state, and federal regulations. Avoid overuse of pesticides that produce contaminated runoff. Prevent spillage. Do not wash pesticide containers in or near flowing streams or storm water conveyance systems, or inside buildings.

1.07 POLLUTION AND ENVIRONMENTAL CONTROL

- A. Prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.

- B. Contain spillage, and remove contaminated soils or liquids. Excavate and dispose of contaminated earth off-site, and replace with suitable compacted fill and topsoil.
 - C. Prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
 - D. Provide systems for control of atmospheric pollutants. Prevent toxic concentrations of chemicals. Prevent harmful dispersal of pollutants into the atmosphere.
 - E. Use equipment during construction following Federal, State, and local laws and regulations.
 - F. Follow statutes, regulations, and ordinances governing prevention of environmental pollution and preservation of natural resources, including but not limited to the National Environmental Policy Act of 1969, PL 91-190, and Executive Order 11514.
 - G. Undeveloped areas on the airport site have considerable natural value. Do not cause unnecessary excavation or filling of terrain, unauthorized destruction of vegetation, air or stream pollution, nor harassment or destruction of wildlife.
 - H. Follow environmental requirements. Limit disturbed areas to boundaries established by the Contract Documents. Do not pollute on-site streams, sewers, wells, or other water sources.
- 1.08 SECURITY CONTROLS, PLAN AND PROCEDURES
- A. Protect products and property from loss, theft, damage, and vandalism. Protect City property and other private property from injury or loss in connection with the Work.
 - B. Employ watchmen as needed to provide required security and prevent unauthorized entry.
 - C. Repair damage or replace property vandalized.
 - D. If existing fencing or barriers are breached or removed for purposes of construction, provide and maintain temporary security fencing equivalent to existing and approved by City Representative.
 - E. Maintain security program through construction until City's acceptance and occupancy precludes need for Contractor's security program.
 - F. Provide chain link fence around field office and along lines of contract limits, following Section 01505- Temporary Facilities.
 - G. Airport Security Requirements:
 - 1. Airport Manager and FAA monitor effectiveness of airport security by attempting to gain unauthorized entry into secured areas. When FAA gains unchallenged access to security areas, City may be fined. When unauthorized entry into secured areas is made through contract limits or other areas under the Contractor's control:
 - a. Reimburse the City, without increase in contract price, the amount of imposed fines, accomplished by Change Order following Section 01255- Modification Procedures.
 - b. Cease work in breached areas until proper security measures are in place, without change in contract price or time.
 - 2. Immediately notify San Antonio Airport Police Division of any unbadged or unknown persons, vehicles or animals in security areas. Notify ATCT if aircraft or emergency vehicles appear endangered.

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3. Obtain permitted AOA gate and other security area access locations from Airport Manager. Assign personnel to control entry through gates not staffed by airport personnel.
4. Badges:
 - a. After contract award and before preparation of the Safety Plan (Paragraph 1.09) and project schedule (Section 01325), obtain permitted security badges.
 - b. Security identification badges are required for access into security areas. Badges are valid for two years. Badges are not transferable. Only personnel displaying an approved badge or in the immediate escort of badged personnel are permitted in security areas.
 - c. Transportation Security Administration (TSA), Federal regulations under Title 49 Part 1542 – Airport Security applies to personnel engaged in work of this contract occurring within the AOA and the Security Identification Display Area (SIDA). Requirements under TSR 1542.209 include completion of a fingerprint-based CRIMINAL HISTORY RECORDS CHECK application which must include any convictions of Federal Law, State FELONY Convictions, or any Controlled Substance related offenses within the last 10 years.
 - d. Obtain from San Antonio Airport Police Division Badge and ID Office and fill out one security badge application and one Criminal History Records Check application form per person (including subcontractors' personnel) needing unescorted access in security areas.
 - e. Fill in application forms. Prepare and maintain a file for each applicant, including a copy of the completed application. Keep in Contractor's main office until expiration of the warranty period.
 - 1) Short-term or temporary personnel are permitted in security areas but only under constant escort by a badged escort, who shall have no duty other than to escort short-term or temporary personnel.
 - 2) Badged and escorted personnel are limited to access to and from work areas and shall remain in the work area.
 - 3) Personnel under constant escort shall be continuously observed by and in the immediate company of badged personnel.
 - 4) San Antonio Airport Police may limit the number of badged personnel and personnel under constant escort.
 - f. Submit completed applications to San Antonio Airport Police Division Badge and ID office for further review.
 - g. Attend required security training sessions.
 - h. Pick up completed badges and pay badging fees (as of June 2004, \$8.00 per badge for a 2-year period—(verify fee and duration with San Antonio Airport Police). In addition, a one-time fee of \$34.00 per person applies for processing the fingerprint-based criminal history.
5. Do not leave fence breaks unattended. Restore fence or erect equivalent secure temporary fencing before departing the work area.
6. Provide proper identification on vehicles permitted in AOA.

1.09 SAFETY REQUIREMENTS

- A. Contractor and not City or Designers, is solely and without qualification responsible for observation and compliance with safety regulations without reliance or superintendence of or direction by City or Designer.
- B. Safety measures, including but not limited to safety of personnel, provision of first-aid equipment, installation, operation and removal of temporary ventilation and safety equipment, in the Contract

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Documents are a subsidiary obligation of Contractor compensated through various payment items.

- C. Follow Document 00700- General Conditions Article 14 and this Section for safety plan and procedures.
- D. Prepare a written detailed Safety Plan for the Work describing:
 - 1. Specific methods used to maintain airport safety procedures, based on requirements of the Contract Documents, airport procedures, FAA requirements and Contractor's own safety and security program.
 - 2. Contractor's emergency procedures in event of following minimum set of circumstances: airport's-, tenants'- or Contractor's on-site property damage; accidents; fire emergency; medical emergency; Airport Manager's intervention in construction operations; detainment or arrest of unauthorized Contractor's employees and subcontractors in Security areas; discovery of hazardous materials.
 - 3. Provisions for temporary removal of security fencing (including culvert and drainway grates). Include proposed actions to prevent entry of people or animals into security areas when security fence is breached. Do not breach fencing without approval.
 - 4. Requirements for closing safety areas.
 - 5. Submit draft Safety Plan at the Preconstruction Conference, following Section 01312- Coordination and Meetings.
- E. The Program Manager will review the safety program with FAA and ATCT, if required, for compliance with applicable regulations. If the plan fails to demonstrate compliance, modify it until approval is obtained.
- F. Contractor's Safety Supervisor: The Contractor shall assign an experienced safety professional with a minimum of five (5) years heavy construction safety experience whose qualifications are submitted to and approved by the Program Manager.
- G. Submit final Safety Plan at the first Progress Meeting following Section 01312- Coordination and Meetings.
 - 1. Include in the safety plan Contractor's response to trench safety requirements following Section 01562- Trench Safety System.
- H. Follow applicable Federal, State and local safety codes and statutes and with proper construction practice. Establish and maintain procedures for safety of work, personnel and products involved in the Work.
- I. Follow Texas Occupational Safety Act (Art. 5182a, V.C.S.) and promulgations of Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970. Follow other legislation enacted for safety and health of Contractor employees. These safety and health standards apply to Contractor, Subcontractors and Suppliers and their respective employees.
- J. Immediately notify City of investigation or inspection by Federal Safety and Health inspectors of the Work or place of work on the job site, and after such investigation or inspection inform City of results. Submit 1 copy of accident reports to City Representative within 10 days of date of inspection.
- K. Protect areas occupied by workmen by the best available devices for detection of lethal and combustible gases. Frequently test devices to assure their functional capability. Monitor liquids

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and gases infiltrating into work areas for visual or odor evidences of contamination. Take immediate appropriate steps to seal off entry of contaminants into to the Work.

- L. Maintain coordination with City of San Antonio International Airport Police Division and Fire Departments during the Work.

1.10 EMERGENCY PROCEDURES

- A. If an emergency situation occurs, including involvement in or witness to aircraft or motor vehicle emergencies and emergencies involving other parties or property regardless of fault, or a violation of requirements of this Section, or a violation of FAA regulations, take one or more of the following minimum actions as appropriate to the situation.
- B. Immediately report to Owner and Program Manager accident or damage to pavement, buildings, utilities, airfield lighting (including fixtures and cables) and NAVAIDS and vehicles involving or caused by Contractor, Subcontractors, Suppliers, personnel, equipment or others.
- C. Immediately report to Owner, Program Manager and the Communications Center any contact or collision, no matter how slight, involving aircraft or emergency vehicles to ATCT. Withdraw personnel involved in or observing the contact to a place outside the safety area and remain there until Program Manager issues further instructions.
- D. In general:
 - 1. Immediately notify the Communications Center (210) 207-3433 or San Antonio International Airport Police Division (public areas) as appropriate and applicable to location of emergency.
 - 2. Notify Program Manger by telephone or in person.
 - 3. Stop work in the area. Secure site as required to prevent further damage to property and persons.
 - 4. Evacuate non-essential personnel from the scene. Keep involved personnel and witnesses on-site until otherwise directed by Owner or Program Manager or security officers.
 - 5. Impound involved vehicles in "as-is condition" until otherwise directed.
 - 6. Do not resume work in the area until released by Owner or Program Manager.
- E. For building or facility emergencies, proceed with Paragraph B above.
- F. For discovery of actual or suspected hazardous material contamination, proceed with Paragraph B above while simultaneously initiating Contractor's own hazardous material response program.
- G. Follow Program Manager's instructions for emergencies affecting the Work but occurring outside the Contract Limits. Certain situations may require the Work or work to be temporarily stopped under provisions of Article 40, Document 00700- General Conditions.
 - 1. Maintain a log documenting cost and time impact of the stop-work order.
 - 2. Submit data to the Program Manager in form as instructed at that time.

1.11 MAINTENANCE OF AIRPORT OPERATIONS DURING CONSTRUCTION

- A. Contractor shall follow Division 01, Section 01561, Maintenance of Air Operations and conform to the requirements to FAA AC 150/5370-2 Operational Safety on Airports during Construction, current edition. The following highlights areas are of particular importance:
 - 1. Maximum Equipment Height Notice of proposed construction shall be submitted to the appropriate Airports district office.

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2. Contractor is notified that the Work is performed in a height-sensitive area, subject to height limitations established by the FAA and Airport Manager.
3. Submit FAA Form 7460 showing locations and heights of equipment for review and approval by FAA and Airport Manager. Equipment heights greater than *150-feet AGL* may be allowable depending on weather conditions and equipment locations relative to aircraft operations, subject solely to FAA and Airport Manager's approval. Allow 90 days for approval of each submittal.
4. Reduce height of all equipment as directed by Airport Personnel.
5. Contractor is responsible for all direct and indirect costs of height limitations.
6. Proximity of Construction Activity to NAVAIDS. Construction activity in the vicinity of navigational aids requires special consideration. The effect of the activity and its permissible distance and direction from the aid must be evaluated in each instance. A coordinated evaluation by the airport operator and the FAA is necessary. Technical involvements by FAA regional Airports, Air Traffic, Flight Standards, and Airway Facilities Specialists is needed as well as construction engineering and management input. Particular attention needs to be given to stockpiling materials as well as to the movement and parking of equipment which may interfere with line-of-sight from the tower or interfere with electronic emissions. (See AC 150/5300-2D, Airport Design Standards--Site Requirements for Terminal Navigational Facilities, current edition, for critical areas of NAVAIDS.)

PART 2- PRODUCTS (NOT USED)

PART 3- EXECUTION (NOT USED)

END OF SECTION

SECTION 01555

TRAFFIC CONTROL AND REGULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Signs, signals, lights and control devices.
- B. Flagmen.
- C. Construction parking control.
- D. Designated haul routes.
- E. Construction Traffic Control Plan.
- F. See also Section 01145- Use of Premises.

1.2 DEFINITIONS

- A. See Section 01312- Coordination and Meetings for definition of terms related to Aircraft Operations Area (AOA).
- B. Flagman: A person, actively employed in a full-time capacity as a peace officer, working, on average, minimum 32 paid hours per week, at a rate of pay not less than the prevailing minimum wage rate following Federal Wage and Hour Act, and entitled to full benefits of participation in any retirement plan, vacation, holidays and insurance benefits as a peace officer, and who receives compensation for private employment as an individual employee or independent contractor. Private employment may be either in employee-employer relationship or on an individual contractual basis. A flagman shall not be in the employment of another peace officer and shall not be a reserve peace officer. Flagmen shall also meet the following qualifications and requirements:
 - 1. Formally trained and certified in traffic control procedures.
 - 2. Required to wear a distinctive uniform, bright-colored vest and be equipped with appropriate flagging and communications devices.
 - 3. English speaking, with Spanish an advantageous, but not required, primary or secondary language.
- C. Peace Officer: Off duty San Antonio Police Department personnel.

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- D. Uniformed Flagman: A peace officer wearing the distinctive garment issued by the flagman's full-time employer, displaying in full sight a badge, insignia(s), and sleeve emblems identifying the flagman's law enforcement agency. Employ only uniformed flagmen.

1.3 SUBMITTALS

- A. For Contractor-proposed changes to Traffic Control and Regulation shown on Drawings, permitted only in order to reduce construction time and cost through re-sequencing the Work, prepare plan drawings and supplement with product literature, narrative description, and construction schedule.

1.4 MEASUREMENT AND PAYMENT

- A. Traffic Control and Regulation, excluding Flagmen: Measurement is on a lump sum basis, including submittal of Contractor-proposed changes. Payment will be made based the on schedule of values and percent of work complete.
- B. Flagmen: Measurement is on a lump sum basis as required for the Work. Payment will be made based on Allowance Number 2 listed on Section 01210 and Bid Form 00300.
- C. Peace Officer: Provide *one (1) officer* 18 hours per day, Monday through Friday for the duration of the project. Payment will be made based on Allowance Number 2 listed on Section 01210 and Bid Form 00300.
- D. Follow Section 01290- Payment Procedures.

1.5 CONSTRUCTION TRAFFIC CONTROL PLAN AND PROCEDURES

- A. Develop a written and graphic detailed Construction Traffic Control describing:
 - 1. Rerouting of public roadway and AOA roadway traffic (outside safety areas) showing route, duration, and methods for change over from one route to the other and return to normal.
 - 2. Product Deliveries: Location, space required and duration for temporary off-loading along public roadways or curbsides and along AOA roadways and around buildings adjacent to aprons, and route through occupied building interiors.
 - 3. Barricade locations and duration of installation. Submit barricade construction details following Section 01505- Temporary Facilities.
 - 4. Maintain, update and obtain approval for changes.
- B. Traffic Movement in AOA:
 - 1. Use the minimum number of vehicles in the AOA necessary to execute the Work. Submit, as part of the safety plan, the number, type and identification of vehicles required in the AOA.
 - 2. Do not store out-of-use vehicles in AOA.
 - 3. Personal vehicles are not permitted in the AOA.
 - 4. Equip vehicles used in the AOA with:
 - a. Contractor's corporate name and logo, legible from 50 feet without magnification; magnetic signs permitted.
 - b. One bright yellow or amber 360-degree rapidly blinking strobe light visible to ATCT.
 - c. One radio and approved radio operator (Section 01640- City-Furnished Products) for each vehicle requiring non-convoyed movement. For convoys, place the radio and operator in the lead vehicle.

5. Movement of Personnel, Vehicles and Equipment in AOA:
 - a. Travel in the AOA only along approved routes and schedules approved by the Airport Manager.
 - b. When construction activities require frequent crossing of runways, plan convoys.
 - c. Place traffic supervisors and flagmen on both sides of safety areas, erect temporary stop signs on both sides, and establish radio communication with ATCT.
 - d. Halt outside the safety area and obtain approval from ATCT for movement before starting movement.
 - e. Visually verify that the intended movement endangers no aircraft or GSE.
 - f. Accompany convoys until movement is outside safety areas.
 - g. Tell ATCT the number of personnel or vehicles in the convoy, and the expected time required for movement.
 - h. Escort convoys by an approved radio operator at each end of the convoy.
 - i. If there is any doubt about ATCT's instructions, obtain clarification before moving.
6. Move cranes with gantry in down position.
7. Equipment required for continuous construction (24 hours per day operation) may remain in the work area. During non-working times, place equipment in proper staging and parking areas.

PART 2 - PRODUCTS

2.1 SIGNS, SIGNALS, AND DEVICES

- A. Furnish traffic cones, drums, barricades and traffic intersection lights, including control devices in AOA, as required by Owner following TMUTCD.

2.2 FLAGMEN AND OTHER PERSONNEL

- A. Provide uniformed flagmen of quantity, location, and duration as required to regulate even flow of vehicular and pedestrian traffic.
- B. Employ other personnel and take steps as required to protect the Work and public. Use of flagmen does not reduce responsibility for damage for which the Contractor would otherwise be liable.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install traffic control devices, including flagmen, at approaches to site and on site, at crossroads, detours, parking areas, at AOA, at construction entrances, and elsewhere as required to direct construction and affected public traffic, aircraft and GSE.
- B. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Install warning lights during hours of low visibility to delineate traffic lanes and to guide traffic. Do not use flares or flame pots.

- D. Relocate traffic controls as Work progresses, to maintain effective traffic control.

3.2 HAUL ROUTES

- A. Confine construction traffic to designated haul routes.
- B. Regulate construction traffic along haul routes. Minimize interference with public traffic.
- C. Follow Texas State Highway and Public Transportation load limits of roadways.

3.3 PUBLIC ROADS AND TERMINAL AREA ROADS

- A. Abide by laws and regulations of governing authorities when using roads.
- B. Maintain road lane use as follows, unless otherwise permitted by Aviation Director or its designee:
 - 1. All Terminal area road lanes available from 0600 to 1800 hours; minimum one lane in each direction at other times.
 - 2. All road lanes at on-airport roads (outside Terminal area) available from 0700 to 0900 hours, and from 1600 to 1830 hours; minimum one lane in each direction at other times.
- C. Maintain access at driveways.
- D. Maintain roads on airport property clean at all times. Broom or wash as required. At Terminal area roads, follow behind haul vehicles and immediately clean up roads as debris and foreign material resulting from construction operations is deposited.

3.4 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and airport operations.
- B. Prevent construction personnel's vehicles in revenue-producing facilities. Maintain vehicular access to and through construction parking areas.
- C. Do not park on or adjacent to roadways or curbsides.

3.5 REMAINING EXISTING CONTROL AND REGULATION DEVICES

- A. Leave existing control and regulation devices in place and properly operating and visible during construction, unless indicated for removal or otherwise permitted.
- B. Repair damage resulting from construction operations.

3.6 REMOVAL OF EXISTING CONTROL AND REGULATION DEVICES

- A. Contact City of San Antonio before removing or deactivating existing control and regulation devices.
- B. Remove designated or permitted existing control and regulation devices following Section 01731.

- C. Unless otherwise indicated or directed, remove existing lane striping in conflict with temporary control and regulation devices. Install matching temporary lane striping, maintain during construction, remove after construction is complete, and install permanent matching lane striping and reflective buttons (if required).

3.7 BRIDGING TRENCHES AND EXCAVATIONS IN ROADS

- A. Follow Section 01505- Temporary Facilities.

3.8 REMOVAL OF TEMPORARY CONTROL AND REGULATION

- A. Remove controls and regulation when no longer required. Repair damage caused by installation.
- B. Remove post settings to a depth of 2 feet.

END OF SECTION 01555

SECTION 01571

TPDES REQUIREMENTS

PART 1- GENERAL

1.01 SECTION INCLUDES

- A. Documentation to be prepared and signed by the Contractor before conducting construction operations, in accordance with Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000, as originally granted to Texas Commission on Environmental Quality (TCEQ) on September 14, 1998 and renewed on March 5, 2003 as provided in **ATTACHMENT NO. 1**.
- B. The Owner has conducted an endangered species and critical habitat review for this project. It has been determined that there are no endangered species within the project area.
- C. The Owner has assessed the likelihood of the occurrence of cultural resources on the project site. The Owner has not found any evidence to indicate cultural resources on the project site.
- D. Implement, maintain, and inspect storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other practices shown on the Drawings or specified elsewhere in this or other Specifications.
- E. Review implementation of the Storm Water Pollution Prevention Plan (SWPPP) in a meeting with the City prior to start of construction.

1.02 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items of which this work is a component.

PART 2- PRODUCTS (NOT USED)

PART 3- EXECUTION

3.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

- A. Prepare a site-specific SWPPP following the guideline of Texas Commission of Environmental Quality (TCEQ), provided in **ATTACHMENT NO. 2**.

3.02 NOTICE OF INTENT

- A. Fill out, sign, and date the TCEQ Form 20022, "Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity Under the TPDES General Permit," see **ATTACHMENT NO. 3**.
 - 1. Transmit the signed Contractor's copy of the TCEQ Form 20022 to the City's Representative.
 - 2. The City Representative will complete a separate TCEQ Form 20022 for Owner's

TPDES REQUIREMENTS

01571-1

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Notice of Intent and will submit both Notices to the TCEQ.

3. Submission of the Notice of Intent form is required by both City and Contractor before construction operations start.

3.03 CERTIFICATION REQUIREMENTS

- A. Fill out TPDES Operator's Information, **ATTACHMENT NO. 4**, including Contractor's name, address, and telephone number, and the names of persons or firms responsible for maintenance and inspection of erosion and sediment control measures. Use multiple copies as required to document full information.
- B. The City Representative will sign and date the City of San Antonio Certification for TPDES Permitting, **ATTACHMENT NO. 5**, and return a copy to the Contractor for inclusion with other project certification forms.
- C. The Contractor shall sign and date the General Contractor Certification for TPDES Permitting, **ATTACHMENT NO. 6**. Include this certification with other project certification forms.
- D. Ensure the persons or firms responsible for maintenance and inspection of erosion and sediment control measures read, fill out, sign, and date the Erosion Control Contractor's Inspection and Maintenance Certification on **ATTACHMENT NO. 7**. Use multiple copies of **ATTACHMENT NO. 7** as required to document full information.
- E. Submit properly completed certification forms to the City Representative for review before beginning construction.
- F. Use the Storm Water Pollution Prevention Plan Inspection and Maintenance Report in **ATTACHMENT NO. 8** or a form of substantially the same type and content, to record maintenance inspections and repairs.

3.04 RETENTION OF RECORDS

- A. Keep a copy of the Storm Water Pollution Prevention Plan (SWPPP) in a readily accessible location at the construction site from the effective date of the SWPPP to the date of Substantial Completion. Contractors with day to day operational control over SWPPP implementation shall have a copy of the SWPPP available at a central location on-site for the use of all operators, and those identified as having responsibilities under the SWPPP, whenever they are on the construction site.
- B. At Substantial Completion, submit to the City Representative all forms required by this Section, and a copy of SWPPP following the requirements of Section 01770-Contract Closeout. Storm water pollution prevention records and data will be retained by the City for a period of 3 years from the date of Substantial Completion.

3.05 REQUIRED NOTICES

- A. Post the following notices from the effective date of the SWPPP until the date of final site stabilization:
 1. Post near the main entrance of the construction site in a prominent place for public

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viewing the TPDES permit number for the project or copies of NOIs signed by the City and the Contractor. If a permit number has not yet been assigned, post the name and telephone number of a local contact person, a brief project description and the location of the SWPPP if the site is inactive or does not have on-site location to store the plan. **ATTACHMENT NO. 9** may be used for this notice. If posting this information near a main entrance is infeasible due to safety concerns, the notice shall be posted in a local public building. If the construction project is a linear construction project (e.g. road, runway, etc.), the notice must be placed in a publicly accessible location near where construction is active and moved as necessary.

2. Post a notice to drivers of equipment and vehicles, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post at each stabilized construction exit area.
3. Post a notice of waste disposal procedures in an easily visible location on site.
4. Post a notice of hazardous material handling and emergency procedures. Keep copies of Material Safety Data Sheets at a location on site that is known to all personnel.
5. Keep a copy of each signed certification at the construction site.
6. A copy of this technical specification section shall be included with the SWPPP.

3.06 ON-SITE WASTE MATERIAL STORAGE

- A. All on-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.
- B. Contractor shall prepare a list of waste material to be stored on site. The list shall be updated as necessary to include up-to-date information. A copy of the list shall be kept together with the Storm Water Pollution Prevention Plans.
- C. Contractor shall prepare a description of controls to reduce pollutants generated from on-site storage, including storage practices to minimize exposure of the materials to storm water, and spill prevention and response consistent with industrial program BMPs. A copy of the description shall be kept together with the Storm Water Pollution Prevention Plans.

3.07 POTENTIAL POLLUTANT SOURCE AREAS

- A. Contractor shall prepare a description of pollutant sources from areas other than construction (including storm water discharges from dedicated asphalt plants and dedicated concrete plants.) Submit a copy to the City Representative.
- B. Contractor shall prepare a description of controls to reduce potential pollutants from these sites and provide a copy to the City Representative.
- C. Keep a copy of both descriptions together with the Storm Water Pollution Prevention Plans.

3.08 NOTICE OF TERMINATION

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- A. Fill-out, sign, and date the TCEQ Form 20023, "Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR150000) Coverage", **ATTACHMENT NO. 10**, when storm water discharges associated with industrial activity have been eliminated or when the contractor is no longer the operator.
 - 1. Transmit the signed Contractor's copy of the TCEQ Form 20023 (NOT) to the City Representative.
 - 2. The City Representative will complete a separate TCEQ Form 20023 (NOT) when storm water discharges associated with industrial activity have been eliminated or when the City is no longer the operator of the construction activity. The City Representative will submit the Contractor's and City's notices to the TCEQ.
- B. The Contractor shall sign and date the General Contractor Certification for Termination of Coverage, **ATTACHMENT NO. 11**.
 - 1. Transmit the signed certification to the City Representative.
 - 2. The City Representative will sign the City Certification of Termination of Coverage, **Attachment No. 12**.

END OF SECTION

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TPDES General Permit
NO. TXR150000

This is a new general permit
issued pursuant to Section
26.040 of the Texas Water Code
and Section 402 of the Clean
Water Act.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. BOX 13087
Austin, TX 78711-3087

GENERAL PERMIT TO DISCHARGE WASTE

under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

Construction sites located in the state of Texas

may discharge to surface water in the state

only according to effluent limitations, monitoring requirements and other conditions set forth in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ), the laws of the State of Texas, and other orders of the TCEQ. The issuance of this general permit does not grant to the permittee the right to use private or public property for conveyance of storm water and certain non-storm water discharges along the discharge route. This includes property belonging to but not limited to any individual, partnership, corporation or other entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This permit and the authorization contained herein shall expire at midnight five years after the date of issuance.

ISSUED AND EFFECTIVE DATE: MAR 05 2003


For the Commission

TCEQ General Permit Number TXR150000 Relating To Discharges From Construction Activities

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Part I. Definitions

Best Management Practices - (BMPs) Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spills or leaks, waste disposal, or drainage from raw material storage areas.

Commencement of Construction - The exposure of soils resulting from activities such as clearing, grading, and excavating.

Common Plan of Development - A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities. A common plan of development is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities.

Facility or Activity - Any TPDES “point source” or any other facility or activity (including land or appurtenances thereto) that is subject to regulation under the TPDES program.

Final Stabilization -A construction site status where either of the following conditions are met:

- (a) All soil disturbing activities at the site have been completed and a uniform (e.g, evenly distributed, without large bare areas) perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
- (b) For individual lots in a residential construction site by either:
 - (1) the homebuilder completing final stabilization as specified in condition (a) above; or
 - (2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final Stabilization.
- (c) For construction activities on land used for agricultural purposes (e.g. pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to a surface water and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.

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Large Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than five (5) acres of land. Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of a ditch, channel, or other similar storm water conveyance. Large construction activity does not include the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.

Municipal Separate Storm Sewer System (MS4) - A separate storm sewer system owned or operated by a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization.

Notice of Intent (NOI) - A written submission to the executive director from an applicant requesting coverage under a general permit.

Notice of Termination (NOT) - A written submission to the executive director from a permittee authorized under a general permit requesting termination of coverage.

Operator - The person or persons associated with a large or small construction activity that meets either of the following two criteria:

- (a) the person or persons have operational control over construction plans and specifications to the extent necessary to meet the requirements and conditions of this general permit; or
- (b) the person or persons have day-to-day operational control of those activities at a construction site which are necessary to ensure compliance with a storm water pollution prevention plan for the site or other permit conditions (e.g. they are authorized to direct workers at a site to carry out activities required by the Storm Water Pollution Prevention Plan or comply with other permit conditions).

Permittee -An operator authorized under this general permit. The authorization may be gained through submission of a notice of intent, by waiver, or by meeting the requirements for automatic coverage to discharge storm water runoff and certain non-storm water discharges.

Point Source - Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are, or may be, discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Pollutant - (from the Texas Water Code, Chapter 26) Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any surface water in

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the state. The term "pollutant" does not include tail water or runoff water from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pastureland, and farmland.

Pollution - (from the Texas Water Code, Chapter 26) The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Runoff Coefficient - The fraction of total rainfall that will appear at the conveyance as runoff.

Separate Storm Sewer System - A conveyance or system of conveyances (including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), designed or used for collecting or conveying storm water; that is not a combined sewer, and that is not part of a publicly owned treatment works (POTW).

Small Construction Activity-Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity also includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres of land. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of a ditch, channel, or other similar storm water conveyance. Small construction activity does not include the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.

Storm Water - Storm water runoff, snow melt runoff, and surface runoff and drainage.

Storm Water Associated with Construction Activity - Storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area.

Structural Control (or Practice) -A pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in storm water runoff. Structural controls and practices may include but are not limited to: silt fences, earthen dikes, drainage swales, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

Surface Water in the State - Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

Temporary Stabilization - A condition where exposed soils or disturbed areas are provided a protective cover, which may include temporary seeding, geotextiles, mulches, and other techniques to reduce or

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eliminate erosion until either final stabilization can be achieved or until further construction activities take place.

Waters of the United States - (from title 40, part 122, section 2 of the Code of Federal Regulations) Waters of the United States or waters of the U.S. means:

- (a). all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
- (b). all interstate waters, including interstate wetlands;
- (c). all other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:
 - 1. which are or could be used by interstate or foreign travelers for recreational or other purposes;
 - 2. from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
 - 3. which are used or could be used for industrial purposes by industries in interstate commerce;
- (d). all impoundments of waters otherwise defined as waters of the United States under this definition;
- (e). tributaries of waters identified in paragraphs (a) through (d) of this definition;
- (f). the territorial sea; and
- (g). wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) through (f) of this definition.

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA (other than cooling ponds as defined in 40 CFR § 423.11(m) which also meet the criteria of this definition) are not waters of the United States. This exclusion applies only to manmade bodies of water which neither were originally created in waters of the United States (such as disposal area in wetlands) nor resulted from the impoundment of waters of the United States. Waters of the United States do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the Clean Water Act, the final authority regarding Clean Water Act jurisdiction remains with EPA.

Part II. Permit Applicability and Coverage

Section A. Discharges Eligible for Authorization

- 1. Storm Water Associated with Construction Activity

Discharges of storm water runoff from small and large construction activities may be authorized under this general permit.

- 2. Discharges of Storm Water Associated with Construction Support Activities

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Discharges of storm water runoff from construction support activities, including concrete batch plants, asphalt batch plants, equipment staging areas, material storage yards, material borrow areas, and excavated material disposal areas may be authorized under this general permit provided:

- (a) the activity is located within a 1-mile distance from the boundary of the permitted construction site and directly supports the construction activity;
- (b) the storm water pollution prevention plan is developed according to the provisions of this general permit and includes appropriate controls and measures to reduce erosion and discharge of pollutants in storm water runoff from the supporting industrial activity site; and
- (c) the industrial activity either does not operate beyond the completion date of the construction activity or obtains separate TPDES authorization for discharges.

3. Non-storm Water Discharges

The following non-storm water discharges from sites authorized under this general permit are also eligible for authorization under this general permit:

- (a) discharges from fire fighting activities;
- (b) fire hydrant flushings;
- (c) vehicle, external building, and pavement wash water where detergents and soaps are not used and where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed; and if local state, or federal regulations are applicable, the materials are removed according to those regulations), and where the purpose is to remove mud, dirt, an dust;
- (d) water used to control dust;
- (e) potable water sources including waterline flushings;
- (f) air conditioning condensate;
- (g) uncontaminated ground water or spring water, including foundation or footing drains where flows are not contaminated with industrial materials such as solvents.

4. Other Permitted Discharges

Any discharge authorized under a separate NPDES, TPDES, or TCEQ permit may be combined with discharges authorized by this permit.

Section B. Limitations on Permit Coverage

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1. Post Construction Discharges.

Discharges that occur after construction activities have been completed, and after the construction site and any supporting activity site have undergone final stabilization, are not eligible for coverage under this general permit. Discharges originating from the sites are not authorized under this general permit following the submission of the notice of termination (NOT) for the construction activity.

2. Prohibition of Non-Storm Water Discharges

Except as provided in Part II. A.2., A3., and A4., all discharges authorized by this general permit must be composed entirely of storm water associated with construction activity.

3. Compliance With Water Quality Standards

Discharges to surface water in the state that would cause or contribute to a violation of water quality standards or that would fail to protect and maintain existing designated uses are not eligible for coverage under this general permit. The executive director may require an application for an individual permit or alternative general permit (see Part II.G.3) to authorize discharges to surface water in the state from any activity that is determined to cause a violation of water quality standards or is found to cause, or contribute to, the loss of a designated use. The executive director may also require an application for an individual permit considering factors described in Part II. G.2.

4. Discharges to Water Quality-Impaired Receiving Waters.

New sources or new discharges of the constituents of concern to impaired waters are not authorized by this permit unless otherwise allowable under 30 TAC Chapter 305 and applicable state law. Impaired waters are those that do not meet applicable water quality standards and are listed on the EPA approved Clean Water Act Section 303(d) list. Constituents of concern are those for which the water body is listed as impaired.

Discharges of the constituents of concern to impaired water bodies for which there is a total maximum daily load (TMDL) implementation plan are not eligible for this permit unless they are consistent with the approved TMDL and the implementation plan. Permittees must incorporate the limitations, conditions, and requirements applicable to their discharges, including monitoring frequency and reporting required by TCEQ rules, into their storm water pollution prevention plan in order to be eligible for coverage under this general permit.

5. Discharges to the Edwards Aquifer Recharge Zone

Discharges cannot be authorized by this general permit where prohibited by 30 Texas Administrative Code (TAC) Chapter 213 (relating to Edwards Aquifer).

- (a) For new discharges located within the Edwards Aquifer Recharge Zone, or within that area upstream from the recharge zone and defined as the Contributing Zone, operators must meet all applicable requirements of, and operate according to, 30 TAC Chapter 213 (Edwards Aquifer Rule) in

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addition to the provisions and requirements of this general permit.

- (b) For existing discharges, the requirements of the agency-approved Water Pollution Abatement Plan under the Edwards Aquifer Rules are in addition to the requirements of this general permit. BMPs and maintenance schedules for structural storm water controls, for example, may be required as a provision of the rule. All applicable requirements of the Edwards Aquifer Rule for reductions of suspended solids in storm water runoff are in addition to the requirements in this general permit for this pollutant. For discharges from large construction activities located on the Edwards Aquifer contributing zone, applicants must also submit a copy of the NOI to the appropriate TCEQ regional office.”

Counties:

Comal, Bexar, Medina,
Uvalde, and Kinney

Contact:

TCEQ
Water Program Manager
San Antonio Regional Office
14250 Judson Rd.
San Antonio, Texas
(210) 490-3096

Williamson, Travis, and
Hays

TCEQ
Water Program Manager
Austin Regional Office
1921 Cedar Bend Dr., Ste.
150
Austin, Texas
(512) 339-2929.

6. Discharges to Specific Watersheds and Water Quality Areas

Discharges otherwise eligible for coverage cannot be authorized by this general permit where prohibited by 30 TAC Chapter 311 (relating to Watershed Protection) for water quality areas and watersheds.

7. Protection of Streams and Watersheds by Other Governmental Entities

This general permit does not limit the authority or ability of federal, other state, or local governmental entities from placing additional or more stringent requirements on construction activities or discharges from construction activities. For example, this permit does not limit the authority of a home-rule municipality provided by Section 401.002 of the Texas Local Government Code.

8. Indian Country Lands

Storm water runoff from construction activities occurring on Indian Country lands are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of storm water require authorization under federal National Pollutant Discharge Elimination System (NPDES) regulations, authority for these discharges must be obtained from the U.S. Environmental Protection Agency (EPA).

9. Oil and Gas Production

Storm water runoff from construction activities associated with the exploration, development, or production of oil or gas or geothermal resources, including transportation of crude oil or natural gas by pipeline, are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of storm water require authorization under federal NPDES regulations, authority for these discharges must be obtained from the EPA.

10. Storm Water Discharges from Agricultural Activities

Storm water discharges from agricultural activities that are not point source discharges of storm water are not subject to TPDES permit requirements. These activities may include clearing and cultivating ground for crops, construction of fences to contain livestock, construction of stock ponds, and other similar agricultural activities.

Section C. Deadlines for Obtaining Authorization to Discharge

1. Large Construction Activities

- (a) New Construction - Discharges from sites where the commencement of construction occurs on or after the issuance date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior to the commencement of those construction activities.
- (b) Ongoing Construction - Operators of large construction activities continuing to operate after the issuance date of this permit, and authorized under NPDES general permit TXR100000 (issued July 6, 1998, FR 36490), must submit an NOI to obtain authorization under this general permit within 90 days of the issuance date of this general permit. During this interim period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the federal NPDES permit. If the construction activity is completed prior to this 90-day deadline, and the site would otherwise qualify for termination of coverage under that federal NPDES permit, the operator must notify the executive director of the TCEQ in writing within 30 days of that condition.

2. Small Construction Activities

- (a) New Construction - Discharges from sites where the commencement of construction occurs on or after the issuance date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior

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to the commencement of those construction activities.

- (b) Ongoing Construction - Discharges from ongoing small construction activities that commenced prior to March 10, 2003, and that would not meet the conditions to qualify for termination of this permit as described in Part II.E. of this general permit, must be authorized, either under this general permit or a separate TPDES permit, prior to March 10, 2003.

Section D. Obtaining Authorization to Discharge

1. Small construction activities are determined to occur during periods of low potential for erosion, and operators of these sites may be automatically authorized under this general permit and not required to develop a storm water pollution prevention plan or submit a notice of intent (NOI), provided:
 - (a) the construction activity occurs in a county listed in Appendix A;
 - (b) the construction activity is initiated and completed, including either final or temporary stabilization of all disturbed areas, within the time frame identified in Appendix A for the location of the construction site;
 - (c) all temporary stabilization is adequately maintained to effectively reduce or prohibit erosion, final stabilization activities have been initiated and a condition, of final stabilization is completed no later than 30 days following the end date of the time frame identified in Appendix A for the location of the construction site;
 - (d) the permittee signs a completed construction site notice (Attachment 1 of this general permit), including the certification statement;
 - (e) a signed copy of the construction site notice is posted at the construction site in a location where it is readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction activities, and maintained in that location until completion of the construction activity;
 - (f) a copy of the signed and certified construction site notice is provided to the operator of any municipal separate storm sewer system receiving the discharge at least two days prior to commencement of construction activities; and
 - (g) any supporting concrete batch plant or asphalt batch plant is separately authorized for discharges of storm water runoff or other non-storm water discharges under an individual TPDES permit, another TPDES general permit or under an individual TCEQ permit where storm water and non-storm water is disposed of by evaporation or irrigation (discharges are adjacent to water in the state).
2. Operators of small construction activities not described in Part II.D.1. above may be automatically authorized under this general permit, and operators of these sites are not required to submit an NOI provided they:
 - (a) develop a SWP3 according to the provisions of this general permit, that covers either the entire site or all portions of the site for which the applicant is the operator,

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and implement that plan prior to commencing construction activities;

- (b) sign a completed construction site notice (Attachment 2 of this general permit);
 - (c) post a signed copy of the construction site notice at the construction site in a location where it is readily available for viewing by the general public, local, state, and federal authorities, prior to commencing construction activities, and maintain the notice in that location until completion of the construction activity; and
 - (d) provide a copy of the signed and certified construction site notice to the operator of any municipal separate storm sewer system receiving the discharge at least two days prior to commencement of construction activities.
3. Operators of all other construction activities that qualify for coverage under this general permit must:
- (a) develop a SWP3 according to the provisions of this general permit, that covers either the entire site or all portions of the site for which the applicant is the operator, and implement that plan prior to commencing construction activities;
 - (b) submit a Notice of Intent (NOI), using a form provided by the executive director, at least 2 days prior to commencing construction activities; or
 - (c) if the operator changes, or an additional operator is added after the initial NOI is submitted, the new operator must submit an NOI at least two (2) days before assuming operational control;
 - (d) post a copy of the NOI at the construction site in a location where it is readily available for viewing prior to commencing construction activities, and maintain the notice in that location until completion of the construction activity;
 - (e) provide a copy of the signed NOI to the operator of any municipal separate storm sewer system receiving the discharge, at least two (2) days prior to commencing construction activities; and
 - (f) implement the SWP3 prior to beginning construction activities.
4. Effective Date of Coverage
- (a) Operators of construction activities described in either Part II. D.1. or D.2. are authorized immediately following compliance with the conditions of Part II. D.1. or D.2. that are applicable to the construction activity.
 - (b) Operators of all other construction activities eligible for coverage under this general permit, unless otherwise notified by the executive director, are provisionally authorized two (2) days from the date that a completed NOI is postmarked for delivery to the TCEQ. If electronic submission of the NOI is provided, and unless otherwise notified by the executive director, operators are provisionally authorized 24 hours following confirmation of receipt of the NOI by the TCEQ. Authorization is non-provisional when the executive

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director finds the NOI is administratively complete and an authorization number is issued for the activity.

- (c) Operators are not prohibited from submitting late NOIs or posting late notices to obtain authorization under this general permit. The TCEQ reserves the right to take appropriate enforcement actions for any unpermitted activities that may have occurred between the time construction commenced and authorization is obtained.

5. Notice of Change (NOC) Letter

If the operator becomes aware that it failed to submit any relevant facts, or submitted incorrect information in an NOI, the correct information must be provided to the executive director in a NOC letter within 14 days after discovery. If relevant information provided in the NOI changes, a NOC letter must be submitted within 14 days of the change. A copy of the NOC must be provided to the operator of any MS4 receiving the discharge.

6. Signatory Requirement for NOI Forms, Notice of Termination (NOT) Forms, NOC Letters, and Construction Site Notices

NOI forms, NOT forms, NOC letters, and Construction Site Notices must be signed according to 30 TAC § 305.44 (relating to Application for Permit).

7. Contents of the NOI

The NOI form shall require, at a minimum, the following information:

- (a) the name, address, and telephone number of the operator filing the NOI for permit coverage;
- (b) the name (or other identifier), address, county, and latitude/longitude of the construction project or site;
- (c) number of acres that will be disturbed (estimated to the largest whole number);
- (d) whether the project or site is located on Indian Country lands;
- (e) confirmation that a SWP3 has been developed and that the SWP3 will be compliant with any applicable local sediment and erosion control plans; and
- (f) name of the receiving water(s).

Section E. Application to Terminate Coverage

Each operator that has submitted an NOI for authorization under this general permit must apply to terminate that authorization following the conditions described in this section of the general permit. Authorization must be terminated by submitting a Notice of Termination (NOT) on a form supplied by the executive director. Authorization to discharge under this permit terminates at midnight on the day the NOT is postmarked for delivery to the TCEQ. If electronic submission of the NOT is provided, authorization to discharge under this permit terminates immediately following confirmation of receipt of the NOT by the TCEQ. Compliance with the conditions and requirements of this permit is required until

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an NOT is submitted.

1. Notice of Termination Required

The NOT must be submitted to TCEQ, and a copy of the NOT provided to the operator of any MS4 receiving the discharge, within thirty (30) days, after:

- (a) final stabilization has been achieved on all portions of the site that is the responsibility of the permittee: or
- (b) another permitted operator has assumed control over all areas of the site that have not been finally stabilized; and
- (c) all silt fences and other temporary erosion controls have either been removed, scheduled for removal as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.

2. Minimum Contents of the NOT The NOT form shall require, at a minimum, the following information:

- (a) if authorization was granted following submission of a NOI, the permittees site-specific TPDES general permit number for the construction site;
- (b) an indication of whether the construction activity is completed or if the permittee is simply no longer an operator at the site;
- (c) the name, address and telephone number of the permittee submitting the NOT;
- (d) the name (or other identifier), address, county, and latitude/longitude of the construction project or site; and
- (e) a signed certification that either all storm water discharges requiring authorization under this general permit will no longer occur, or that the applicant to terminate coverage is no longer the operator of the facility or construction site, and that all temporary structural erosion controls have either been removed, will be removed on a schedule defined in the SWP3, or transferred to a new operator if the new operator has applied for permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.

Section F. Waivers from Coverage

The executive director may waive the otherwise applicable requirements of this general permit for storm water discharges from small construction activities under the terms and conditions described in this section.

1. Waiver Applicability and Coverage

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Operators of small construction activities may apply for and receive a waiver from the requirements to obtain authorization under this general permit where:

- (a) the calculated rainfall erosivity R factor for the entire period of the construction project is less than five (5);
- (b) the operator submits a signed waiver certification form, supplied by the executive director, certifying that the construction activity will commence and be completed within a period when the value of the calculated rainfall erosivity R factor is less than five (5); and
- (c) the waiver certification form is submitted to the TCEQ at least two (2) days before construction activity begins.

2. Effective Date of Waiver

Operators of small construction activities are provisionally waived from the otherwise applicable requirements of this general permit two (2) days from the date that a completed waiver certification form is postmarked for delivery to TCEQ.

3. Activities Extending Beyond the Waiver Period

If a construction activity extends beyond the approved waiver period due to circumstances beyond the control of the operator, the operator must either:

- (a) recalculate the rainfall erosivity factor R factor using the original start date and a new projected ending date, and if the R factor is still under five (5), submit a new waiver certification form at least two (2) days before the end of the original waiver period; or
- (b) obtain authorization under this general permit according to the requirements delineated in either Part II.D.2. or Part II.D.3. at least two (2) days before the end of the approved waiver period.

Section G. Alternative TPDES Permit Coverage

1. Individual Permit Alternative

Any discharge eligible for coverage under this general permit may alternatively be authorized under an individual TPDES permit according to 30 TAC Chapter 305 (relating to Consolidated Permits). Applications for individual permit coverage should be submitted at least three hundred and thirty (330) days prior to commencement of construction activities to ensure timely issuance.

2. Individual Permit Required

The executive director may suspend an authorization or NOI in accordance with the procedures set forth in 30 TAC Chapter 205, including the requirement that the executive director provide written notice to the permittee. The executive director may require an operator of a construction site, otherwise eligible for authorization under this general permit, to apply for an individual TPDES permit because of:

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- (a) the conditions of an approved TMDL or TMDL implementation plan;
 - (b) the activity is determined to cause a violation of water quality standards or is found to cause, or contribute to, the loss of a designated use of surface water in the state: and
 - (c) any other considerations defined in 30 TAC Chapter 205 would include the provision at 30 TAC § 205.4(c)(3)(D), which allows TCEQ to deny authorization under the general permit and require an individual permit if a discharger “has been determined by the executive director to have been out of compliance with any rule, order, or permit of the commission, including non-payment of fees assessed by the executive director.”
3. Any discharge eligible for authorization under this general permit may alternatively be authorized under a separate, applicable general permit according to 30 TAC Chapter 205 (relating to General Permits for Waste Discharges).

Section H. Permit Expiration

This general permit shall be issued for a term not to exceed five (5) years. Following public notice and comment, as provided by 30 TAC § 205.3 (relating to Public Notice, Public Meetings, and Public Comment), the commission may amend, revoke, cancel, or renew this general permit. If the TCEQ publishes a notice of its intent to renew or amend this general permit before the expiration date, the permit will remain in effect for existing, authorized, discharges until the commission takes final action on the permit. Upon issuance of a renewed or amended permit, permittees may be required to submit an NOI within 90 days following the effective date of the renewed or amended permit, unless that permit provides for an alternative method for obtaining authorization.

In the event that the general permit is not renewed, discharges that are authorized under the general permit must obtain either a TPDES individual permit or coverage under an alternative general permit.

Part III. Storm Water Pollution Prevention Plans (SWP3)

Storm water pollution prevention plans must be prepared for storm water discharges that will reach Waters of the United States, including discharges to MS4 systems and privately owned separate storm sewer systems that drain to Waters of the United States, to identify and address potential sources of pollution that are reasonably expected to affect the quality of discharges from the construction site, including off-site material storage areas, overburden and stockpiles of dirt, borrow areas, equipment staging areas, vehicle repair areas, fueling areas, etc., used solely by the permitted project. The SWP3 must describe and ensure the implementation of practices that will be used to reduce the pollutants in storm water discharges associated with construction activity at the construction site and assure compliance with the terms and conditions of this permit.

Individual operators at a site may develop separate SWP3s that cover only their portion of the project provided reference is made to the other operators at the site. Where there is more than one SWP3 for a site, permittees must coordinate to ensure that BMPs and controls are consistent, and do not negate or impair the effectiveness of each other. Regardless of whether a single comprehensive SWP3 is developed, or separate SWP3s are developed for each operator, it is the responsibility of each operator to ensure that compliance with the terms and conditions of this

general permit is met in the areas of the construction site where that operator has operational control over construction plans and specifications or day-to-day operational control.

Section A. Shared SWP3 Development

For more effective coordination of BMPs and opportunities for cost sharing, a cooperative effort by the different operators at a site is encouraged. Operators must independently submit an NOI and obtain authorization, but may work together to prepare and implement a single comprehensive SWP3 for the entire construction site.

1. The SWP3 must clearly list the name and, for large construction activities, the general permit authorization numbers, for each operator that participates in the shared SWP3. Until the TCEQ responds to receipt of the NOI with a general permit authorization number, the SWP3 must specify the date that the NOI was submitted to TCEQ by each operator. Each participant in the shared plan must also sign the SWP3.
2. The SWP3 must clearly indicate which operator is responsible for satisfying each shared requirement of the SWP3. If the responsibility for satisfying a requirement is not described in the plan, then each permittee is entirely responsible for meeting the requirement within the boundaries of the construction site where they perform construction activities. The SWP3 must clearly describe responsibilities for meeting each requirement in shared or common areas.

Section B. Responsibilities of Operators

1. Operators with Control Over Construction Plans and Specifications
All operators with operational control over construction plans and specifications to the extent necessary to meet the requirements and conditions of this general permit must:
 - (a) ensure the project specifications allow or provide that adequate BMPs may be developed to meet the requirements of Part III of this general permit;
 - (b) ensure that the SWP3 indicates the areas of the project where they have operational control over project specifications (including the ability to make modifications in specifications);
 - (c) ensure all other operators affected by modifications in project specifications are notified in a timely manner such that those operators may modify best management practices as are necessary to remain compliant with the conditions of this general permit; and
 - (d) ensure that the SWP3 for portions of the project where they are operators indicates the name and TPDES permit numbers for permittees with the day-to-day operational control over those activities necessary to ensure compliance with the SWP3 and other permit conditions. In the case that responsible parties have not been identified, the permittee with operational control over project specifications must be considered to be the responsible party until such time as the authority is transferred to another party and the plan is updated.
2. Operators with Day-to-Day Operational Control

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Operators with day-to-day operational control of those activities at a project that are necessary to ensure compliance with a SWP3 and other permit conditions must:

- (a) ensure that the SWP3 for portions of the project where they are operators meets the requirements of this general permit;
- (b) ensure that the SWP3 identifies the parties responsible for implementation of best management practices described in the plan;
- (c) ensure that the SWP3 indicates areas of the project where they have operational control over day-to-day activities;
- (d) ensure that the SWP3 indicates, for areas where they have operational control over day-to-day activities, the name and TPDES permit number of the parties with operational control over project specifications (including the ability to make modifications in specifications).

Section C. Deadlines for SWP3 Preparation and Compliance

- 1. The SWP3 must be:
 - (a) completed prior to obtaining authorization under this general permit;
 - (b) implemented prior to commencing construction activities that result in soil disturbance;
 - (c) updated as necessary to reflect the changing conditions of new operators, new areas of responsibility, and changes in best management practices; and
 - (d) prepared so that it provides for compliance with the terms and conditions of this general permit.

Section D. Plan Review and Making Plans Available

- 1. The SWP3 must be retained on-site at the construction site or, if the site is inactive or does not have an on-site location to store the plan, a notice must be posted describing the location of the SWP3. The SWP3 must be made readily available at the time of an on-site inspection to: the executive director; a federal, state, or local agency approving sediment and erosion plans, grading plans, or storm water management plans; local government officials; and the operator of a municipal separate storm sewer receiving discharges from the site.
- 2. Operators of a large construction activity obtaining authorization to discharge through submission of a NOI must post a notice near the main entrance of the construction site. If the construction project is a linear construction project (e.g. pipeline, highway, etc.), the notice must be placed in a publicly accessible location near where construction is actively underway. Notice for these linear sites may be relocated, as necessary, along the length of the project. The notice must be readily available for viewing by the general public, local, state, and federal authorities, and contain the following information:

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- (a) the TPDES general permit number for the project (or a copy of the NOI that was submitted to the TCEQ if a permit number has not yet been assigned);
 - (b) the name and telephone number of a representative for the operator;
 - (c) a brief description of the project; and
 - (d) the location of the SWP3.
3. This permit does not provide the general public with any right to trespass on a construction site for any reason, including inspection of a site; nor does this permit require that permittees allow members of the general public access to a construction site.

Section E. Keeping Plans Current

The permittee must revise or update the storm water pollution prevention plan whenever:

- 1. there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3; or
- 2. results of inspections or investigations by site operators, operators of a municipal separate storm sewer system receiving the discharge, authorized TCEQ personnel, or a federal, state or local agency approving sediment and erosion plans indicate the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under this general permit.

Section F. Contents of SWP3

The SWP3 must include, at a minimum, the information described in this section.

- 1. A site description, or project description must be developed to include:
 - (a) a description of the nature of the construction activity, potential pollutants and sources;
 - (b) a description of the intended schedule or sequence of major activities that will disturb soils for major portions of the site;
 - (c) the total number of acres of the entire property and the total number of acres where construction activities will occur, including off-site material storage areas, overburden and stockpiles of dirt, and borrow areas;
 - (d) data describing the soil or the quality of any discharge from the site;
 - (e) a map showing the general location of the site (e.g. a portion of a city or county map);
 - (f) a detailed site map (or maps) indicating the following:
 - (i) drainage patterns and approximate slopes anticipated after major grading activities;

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- (ii) areas where soil disturbance will occur;
 - (iii) locations of all major structural controls either planned or in place;
 - (iv) locations where stabilization practices are expected to be used;
 - (v) locations of off-site material, waste, borrow, fill, or equipment storage areas;
 - (vi) surface waters (including wetlands) either adjacent or in close proximity; and
 - (vii) locations where storm water discharges from the site directly to a surface water body.
- (g) the location and description of asphalt plants and concrete plants providing support to the construction site and authorized under this general permit;
- (h) the name of receiving waters at or near the site that will be disturbed or that will receive discharges from disturbed areas of the project; and
- (i) a copy of this TPDES general permit.
2. The SWP3 must describe the best management practices that will be used to minimize pollution in runoff. The description must identify the general timing or sequence for implementation. At a minimum, the description must include the following components:
- (a) Erosion and Sediment Controls
- (i) Erosion and sediment controls must be designed to retain sediment on-site to the extent practicable with consideration for local topography, soil type, and rainfall. Controls must also be designed and utilized to reduce the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water from the site.
 - (ii) Control measures must be properly selected, installed, and maintained according to the manufacturer's or designer's specifications. If periodic inspections or other information indicates a control has been used incorrectly, or that the control is performing inadequately, the operator must replace or modify the control as soon as practicable after discovery that the control has been used incorrectly, is performing inadequately, or is damaged.
 - (iii) Sediment must be removed from sediment traps and sedimentation ponds no later than the time that design capacity has been reduced by 50%.
 - (iv) If sediment escapes the site, accumulations must be removed at a frequency to minimize further negative effects, and whenever feasible, prior to the next rain event.
 - (v) Controls must be developed to limit, to the extent practicable, offsite transport of litter, construction debris, and construction materials.

(b) Stabilization Practices

The SWP3 must include a description of interim and permanent stabilization practices for the site, including a schedule of when the practices will be implemented. Site plans should ensure that existing vegetation is preserved where it is possible.

- (i) Stabilization practices may include but are not limited to: establishment of temporary vegetation, establishment of permanent vegetation, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of existing trees and vegetation, and other similar measures.
- (ii) The following records must be maintained and either attached to or referenced in the SWP3, and made readily available upon request to the parties in Part III.D.1 of this general permit:
 - (a) the dates when major grading activities occur;
 - (b) the dates when construction activities temporarily or permanently cease on a portion of the site; and
 - (c) the dates when stabilization measures are initiated.
- (iii) Stabilization measures must be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, and except as provided in (a) through (c) below, must be initiated no more than fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased.
 - (a) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceased is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable.
 - (b) Where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within twenty-one (21) days, temporary stabilization measures do not have to be initiated on that portion of site.
 - (c) In arid areas (areas with an average rainfall of 0 to 10 inches), semiarid areas (areas with an average annual rainfall of 10 to 20 inches), and areas experiencing droughts where the initiation of stabilization measures by the 14th day after construction activity has temporarily or permanently ceased is precluded by seasonably arid conditions, stabilization measures must be initiated as soon as practicable.

3. Structural Control Practices

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The SWP3 must include a description of any structural control practices used to divert flows away from exposed soils, to limit the contact of runoff with disturbed areas, or to lessen the off-site transport of eroded soils.

- (a) Sediment basins are required, where feasible for common drainage locations that serve an area with ten (10) or more acres disturbed at one time, a temporary (or permanent) sediment basin that provides storage for a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained, or equivalent control measures, shall be provided where attainable until final stabilization of the site. Where rainfall data is not available or a calculation cannot be performed, a temporary (or permanent) sediment basin providing 3,600 cubic feet of storage per acre drained is required where attainable until final stabilization of the site. When calculating the volume of runoff from a 2-year, 24-hour storm event, it is not required to include the flows from offsite areas and flow from onsite areas that are either undisturbed or have already undergone final stabilization, if these flows are diverted around both the disturbed areas of the site and the sediment basin. In determining whether installing a sediment basin is feasible, the permittee may consider factors such as site soils, slope, available area on site, public safety, precipitation patterns, site geometry, site vegetation, infiltration capacity, geotechnical factors, depth to groundwater and other similar considerations. Where sediment basins are not feasible, equivalent control measures, which may include a series of smaller sediment basins, must be used. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries (and for those side slope boundaries deemed appropriate as dictated by individual site conditions) of the construction area.
- (b) Sediment traps and sediment basins may also be used to control solids in storm water runoff for drainage locations serving less than ten (10) acres. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries (and for those side slope boundaries deemed appropriate as dictated by individual site conditions) of the construction. Alternatively, a sediment basin that provides storage for a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained, or equivalent control measures, may be provided or where rainfall data is not available or a calculation cannot be performed, a temporary (or permanent) sediment basin providing 3,600 cubic feet of storage per acre drained may be provided.

4. Permanent Storm Water Controls

A description of any measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed must be included in the SWP3. Permittees are only responsible for the installation and maintenance of storm water management measures prior to final stabilization of the site or prior to submission of an NOT.

5. Other Controls

- (a) Off-site vehicle tracking of sediments and the generation of dust must be minimized.

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- (b) The SWP3 must include a description of construction and waste materials expected to be stored on-site and a description of controls to reduce pollutants from these materials.
- (c) The SWP3 must include a description of pollutant sources from areas other than construction (including storm water discharges from dedicated asphalt plants and dedicated concrete plants), and a description of controls and measures that will be implemented at those sites to minimize pollutant discharges.
- (d) Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to provide a non-erosive flow velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

6. Approved State and Local Plans

- (a) Permittees must ensure the SWP3 is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by federal, state, or local officials.
- (b) SWP3s must be updated as necessary to remain consistent with any changes applicable to protecting surface water resources in sediment erosion site plans or site permits, or storm water management site plans or site permits approved by state or local official for which the permittee receives written notice.

7. Maintenance

All erosion and sediment control measures and other protective measures identified in the SWP3 must be maintained in effective operating condition. If through inspections the permittee determines that BMPs are not operating effectively, maintenance must be performed before the next anticipated storm event or as necessary to maintain the continued effectiveness of storm water controls. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable. Erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective must be replaced or corrected immediately upon discovery.

8. Inspections of Controls

In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, inspections must be conducted as soon as access is practicable

- (a) Personnel provided by the permittee and familiar with the SWP3 must inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, and structural controls for evidence of, or the potential for, pollutants entering the drainage system. Sediment and erosion control measures identified in the SWP3 must be inspected to ensure that they are operating correctly. Locations where vehicles enter or exit the site must be inspected for evidence of off-site sediment tracking. Inspections must be conducted at least once every fourteen (14) calendar days and within twenty four (24) hours of the

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end of a storm event of 0.5 inches or greater.

Where sites have been finally or temporarily stabilized, where runoff is unlikely due to winter conditions (e.g. site is covered with snow, ice, or frozen ground exists), or during seasonal arid periods in arid areas (areas with an average annual rainfall of 0 to 10 inches) and semi-arid areas (areas with an average annual rainfall of 10 to 20 inches), inspections must be conducted at least once every month.

As an alternative to the above-described inspection schedule of once every fourteen (14) calendar days and within twenty four (24) hours of a storm event of 0.5 inches or greater, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, the inspection must occur on a specifically defined day, regardless of whether or not there has been a rainfall event since the previous inspection.

- (b) Utility line installation, pipeline construction, and other examples of long, narrow, linear construction activities may provide inspection personnel with limited access to the areas described in Part III.F.8.(a) above. Inspection of these areas could require that vehicles compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, and increase the potential for erosion. In these circumstances, controls must be inspected at least once every fourteen (14) calendar days and within twenty four (24) hours of the end of a storm event of 0.5 inches, but representative inspections may be performed. For representative inspections, personnel must inspect controls along the construction site for 0.25 mile above and below each access point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the areas described in Part III.F.8.(a) above. The conditions of the controls along each inspected 0.25 mile segment may be considered as representative of the condition of controls along that reach extending from the end of the 0.25 mile segment to either the end of the next 0.25 mile inspected segment, or to the end of the project, whichever occurs first.

As an alternative to the above-described inspection schedule of once every fourteen (14) calendar days and within twenty four (24) hours of a storm event of 0.5 inches or greater, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, the inspection must occur on a specifically defined day, regardless of whether or not there has been a rainfall event since the previous inspection.

- (c) The SWP3 must be modified based on the results of inspections, as necessary, to better control pollutants in runoff. Revisions to the SWP3 must be completed within seven (7) calendar days following the inspection. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule must be described in the SWP3 and wherever possible those changes implemented before the next storm event. If implementation before the next anticipated storm event is impracticable, these changes must be implemented as soon as practicable.
- (d) A report summarizing the scope of the inspection, names and qualifications of personnel making the inspection, the dates of the inspection, and major observations relating to the implementation of the SWP3 must be made and

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retained as part of the SWP3. Major observations should include: The locations of discharges of sediment or other pollutants from the site; locations of BMPs that need to be maintained; locations of BMPs that failed to operate as designed or proved inadequate for a particular location; and locations where additional BMPs are needed.

Actions taken as a result of inspections must be described within, and retained as a part of, the SWP3. Reports must identify any incidents of noncompliance. Where a report does not identify any incidents of noncompliance, the report must contain a certification that the facility or site is in compliance with the SWP3 and this permit. The report must be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports)

9. The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for all eligible non-storm water components of the discharge.

Part IV. Numeric Effluent Limitations

Section A. Limitations

All discharges of storm water runoff from concrete batch plants that qualify for coverage, and that are authorized to discharge storm water under the provisions of this general permit must be monitored at the following monitoring frequency and comply with the following numeric effluent limitations:

<u>Parameter</u>	<u>Limitations Daily Maximum</u>	<u>Monitoring Frequency</u>
Total Suspended Solids	65 mg/l	1/Year*
Oil and Grease	15 mg/l	1/Year*
pH	between 6 & 9 standard units	1/Year*

* If discharge occurs.

Section B. Reporting Requirements

Results of monitoring for determining compliance with numeric effluent limitations must be recorded on a discharge monitoring report (DMR). The DMR must either be an original EPA No. 3320-1 form (Attachment 3 of this general permit), a duplicate of the form, or as otherwise provided by the executive director. Monitoring must be conducted prior to December 31 for each annual monitoring period. A copy of the DMR must either be retained at the facility or shall be made readily available for review by authorized TCEQ personnel upon request, by March 31 following the end of each annual monitoring period. If the results indicate the violation of one or more of these numeric limitations, the permittee must also submit the DMR to the TCEQ's Information Resources Center (MC 212) by March 31 of each annual monitoring period.

Part V. Retention of Records

The permittee must retain the following records for a minimum period of three (3) years from the date that a NOT is submitted as required by Part II.D. For activities that are not required to submit an NOT,

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records shall be retained for a minimum period of three (3) years from the date that either: final stabilization has been achieved on all portions of the site that is the responsibility of the permittee; or another permitted operator has assumed control according to over all areas of the site that have not been finally stabilized. Records include:

1. A copy of the SWP3 plan.
2. All reports and actions required by this permit, including a copy of the construction site notice.
3. All data used to complete the NOI, if an NOI is required for coverage under this general permit.

Part VI. Standard Permit Conditions

1. The permittee has a duty to comply with all permit conditions. Failure to comply with any permit condition is a violation of the permit and statutes under which it was issued, and is grounds for enforcement action, for terminating coverage under this general permit, or for requiring a discharger to apply for and obtain an individual TPDES permit.
2. Authorization under this general permit may be suspended or revoked for cause. Filing a notice of planned changes or anticipated non-compliance by the permittee does not stay any permit condition. The permittee must furnish to the executive director, upon request and within a reasonable time, any information necessary for the executive director to determine whether cause exists for revoking, suspending, or terminating authorization under this permit. Additionally, the permittee must provide to the executive director, upon request, copies of all records that the permittee is required to maintain as a condition of this general permit.
3. It is not a defense for a discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the permit conditions.
4. Inspection and entry shall be allowed under Texas Water Code Chapters 26-28, Health and Safety Code §§ 361.032-361.033 and 361.037, and 40 Code of Federal Regulations (CFR) §122.41(i). The statement in Texas Water Code § 26.014 that commission entry of a facility shall occur according to an establishment's rules and regulations concerning safety, internal security, and fire protection is not grounds for denial or restriction of entry to any part of the facility or site, but merely describes the commission's duty to observe appropriate rules and regulations during an inspection.
5. The discharger is subject to administrative, civil, and criminal penalties, as applicable, under Texas Water Code §§ 26.136, 26.212, and 26.213 for violations including but not limited to the following:
 - a. negligently or knowingly violating CWA, §§ 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under CWA, § 402, or any requirement imposed in a pretreatment program approved under CWA, §§ 402(a)(3) or 402(b)(8);

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- b. knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under a permit, including monitoring reports or reports of compliance or noncompliance.
- 6. All reports and other information requested by the executive director must be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).
- 7. Authorization under this general permit does not convey property or water rights of any sort and does not grant any exclusive privilege.

Part VII. Fees

Section A. Application Fees

An application fee of \$100 must be submitted with each NOI for coverage of a large construction activity. A fee is not required for submission of an NOT or NOC letter.

Section B. Water Quality Fees

Large construction activities authorized under this general permit must pay an annual Water Quality Fee of \$100 under Texas Water Code 26.0291 and according to TAC Chapter 205 (relating to General Permits for Waste Discharges).

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**Appendix A.
Periods of Low Erosion Potential by County**

Start Date – End Date

Dec. 15 – Feb. 14

Archer
Baylor
Brown
Callahan
Childress
Coke
Coleman
Concho
Cottle
Dimmit
Eastland
Edwards
Fisher
Foard
Hardeman
Haskell
Irion
Jones
Kerr
Kimble
King
Kinney
Knox
Mason
Maverick
McCulloch
Menard
Nolan
Real
Runnels
Schleicher
Schackelford
Stephens
Stonewall
Sutton
Taylor
Throckmorton
Tom Green
Uvalde
Wichita
Wilbarger
Young
Zavala

Start Date – End Date

Nov. 15- Apr. 30

Andrews
Armstrong
Borden
Brewster
Briscoe
Carson
Castro
Crane
Crosby
Dawson
Deaf Smith
Ector
Floyd
Gaines
Garza
Glasscock
Hale
Hansford
Hartley
Howard
Hutchinson
Lubbock
Lynn
Martin
Midland
Mitchell
Moore
Oldham
Pecos
Potter
Randall
Reagan
Scurry
Sherman
Sterling
Swisher
Terrell
Terry
Upton

Start Date – End Date

Feb. 1 – Mar. 30
Hall

Start Date – End Date

Nov 15 – Jan 14 or Feb.1 – Mar. 30

Crockett
Dickens
Kent
Motley
Val Verde

Start Date – End Date

Nov. 1 – Apr. 14 or Nov. 15 – Apr. 30

Dallam
Hockley
Lamb
Parmer
Ward

Start Date – End Date

Nov. 1 – Apr. 30 or Nov. 15 – May 14

Bailey
Cochran
Jeff Davis
Loving
Presidio
Reeves
Winkler
Yoakum

Start Date – End Date

Nov. 1 – May 14

Culberson
Hudspeth

Start Date – End Date

**Jan. 1 – Jul. 14 or May 15 – Jul. 31 or
Jun. 1 – Aug. 14 or Jun. 15 – Sept. 14 or
Jul. 1 – Oct. 14 or Jul. 15 – Oct. 31 or
Aug. 1- Apr. 30 or Aug. 15 – May 14 or
Sept. 1 – May 30 or Oct. 1 - Jun. 14 or
Nov. 1 – Jun. 30 or Nov. 15 – Jul. 14**
El Paso

Start Date – End Date

Jan. 1 – Mar. 30 or Dec. 1 – Feb. 28

Collinsworth Wheeler
Donley
Gray

TPDES REQUIREMENTS

Attachment No. 1 - 28

Addendum No. 01 – April 21, 2006

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Hemphill
Lipscomb
Ochiltree
Roberts

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**CONSTRUCTION SITE NOTICE
FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program
TPDES GENERAL PERMIT TXR150000**

The following information is posted in compliance with **Part II.D.1.** of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from construction sites. Additional information regarding the TCEQ storm water permit program may be found on the internet at:
www.tnrcc.state.tx.us/permitting/waterperm/wwperm/tpdestorm

Contact Name and Phone Number:	
Project Description: (Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized)	

For Construction Sites Authorized Under Part II.D.1. the following certification must be completed:

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization by waiver under Part II.D.1. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. Construction activities at this site shall occur within a time period listed in Appendix A of the TPDES general permit for this county, that period beginning on _____ and ending on _____. I understand that if construction activities continue past this period, all storm water runoff must be authorized under a separate provision of this general permit. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 system. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title

Date

**San Antonio International Airport Expansion
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**CONSTRUCTION SITE NOTICE
FOR THE**

Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.D.2.** of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from construction sites. Additional information regarding the TCEQ storm water permit program may be found on the internet at:
www.tnrcc.state.tx.us/permitting/waterperm/wwperm/tpdestorm

Contact Name and Phone Number:	
Project Description: ((Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized))	
Location of Storm Water Pollution Prevention Plan :	

For Construction Sites Authorized Under Part II.D.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.D.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A storm water pollution prevention plan has been developed and implemented according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 system. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title

Date

**San Antonio International Airport Expansion
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TPDES General Permit TXR150000

Attachment 3

CONCRETE BATCH FACILITIES

PERMITTEE NAME/ADDRESS (Include Facility Name & Location if Different)

NAME

ADDRESS

FACILITY
LOCATION

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
(NPDES)

DISCHARGE MONITORING REPORT (DMR)
(17-19)

PERMIT NUMBER				DISCHARGE NUMBER			
YEAR	MO	DAY		YEAR	MO	DAY	
01	01	01		12	12	31	

MONITORING PERIOD			
(20-21) (22-23) (24-25)	(26-27) (28-29) (30-31)		

NOTE: Enter your permit number in the underlined space in the upper right hand corner of this page. Example: STW/TXR15 00123/ CO

Mail to:
TCEQ (MC 212)
P.O. Box 13087
Austin, TX 78711-3087

STW/ TXR15 / CO

PARAMETER (32-37)	(3 Card Only) (46-53)			(4 Card Only) (38-45)			QUALITY OR CONCENTRATION (54-61)			NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
	AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS					
Total Suspended Solids	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	*****	*****				
	SAMPLE REQUIREMENT	*****	*****	*****	*****	*****	*****	65 Daily Max	mg/l		1/Year	Grab
Oil & Grease	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	*****	*****				
	SAMPLE REQUIREMENT	*****	*****	*****	*****	*****	*****	15 Daily Max	mg/l		1/Year	Grab
pH	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	*****	*****				
	SAMPLE REQUIREMENT	*****	*****	*****	*****	*****	*****	6.0 - 9.0 Range	S.U.		1/Year	Grab
	SAMPLE MEASUREMENT											
	SAMPLE REQUIREMENT											

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE	DATE	
			YEAR	MO
TYPED OR PRINTED		AREA CODE	NUMBER	DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

Part IV Storm Water Pollution Prevention Plans for Construction

A. 1-2 SWPPP must be complete before the NOI is submitted at least 2 days prior to the start of work

B.1 Signed in accordance with Part VI.G

B.2 Post a Notice near the entrance including:

- a. TPDES permit #
- b. Name and Telephone of a local contact
- c. A brief description of the project
- d. Location of SWPPP if not on site

C. Permittee must amend permit whenever a change significantly effects discharge or inspections prove plan ineffective.

D.1.Site Description

- a. A description of the construction activity
- b. Sequence of major soil disturbing events
- c. Total area and disturbed area acreage
- d. Runoff coefficient pre/post construction
- e. Location Map and Site Map indicating:
 - Drainage patterns
 - Approximate slopes
 - Areas of soil disturbance
 - Locations of major controls
 - Structural Practices shown
 - Stabilization Practices shown
 - Off site materials
 - Discharge water into surface waters
- f. Location of industrial discharges
- g. Name of receiving water(s)
- h. A copy of the permit
- i. Endangered or threatened species info.
- j. Historical Places information

D.2.Controls

a. Erosion and Sediment controls:

(2). Stabilization Practices:

Description of interim practices
When, Where Why

temporary vegetation, permanent vegetation, mulching, geotextiles, sod stabilization, vegetative buffer

strips, protection of trees, preservation of mature vegetation and some stabilization practices

(3). Structural Practices:

Describe practices to divert flows from exposed soils

When, Where, Why

silt fences, earth dikes, drainage, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, Storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, and temporary or permanent sediment basins are some structural practices.

b. Storm Water Management:

Description of measures to be installed to control pollutants in storm water discharges that will occur after construction has ended.

storm water detention structures (including wet ponds) storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site, and a sequential systems (more than one combined)

(1). Explanation why systems were selected to control pollution where flows exceed predevelopment levels.

c. Other Controls:

(4). Description of construction and waste materials stored on site

(4). Description of controls to minimize pollution from these materials

(4). Spill Prevention and Response Plans

(5). Description of other pollutant sources

Such as asphalt and concrete plants and controls to minimize pollutant discharges

d. Approved State, Tribal or Local Plans

(1). Ensure consistency with State, Tribal, or Local officials

(2). Update as necessary when State, Tribal, or Local officials approve changes and give a written notice

TPDES REQUIREMENTS

Attachment No. 2 - 33

Addendum No. 01 – April 21, 2006

D.3. Maintenance

BMPs must be maintained to in effective operating condition, any repairs must be made before the next rain event or as soon as practicable.

D.4. Inspections

Inspector's qualifications provided

Every 14 calendar days and within 24 hours of .5" or greater rainfall event

- a. Check disturbed areas and storage areas exposed to precipitation
- a. Check sediment and erosion controls
- a. Check discharge points for visible signs of erosion and impact to receiving waters
- a. Check entrances and exits for evidence of off site sediment tracking
- b. Modify SWPPP as necessary
- c. Summarize scope of inspection

including:

- c. Date and major observations
- c. Locations of any discharge off the site
- c. Locations of BMPs needing

maintenance

- c. Location of BMPs that failed to work
- c. Location where new BMPs are

needed

- c. Certify Non-compliance or compliance with a qualified inspector signature

D.5. Non-Storm Water Discharges

Except for flows from fire fighting activities Identify Non-storm water sources listed in part III.A.2 or 3 that combine with Storm water and discuss pollution prevention measures

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TCEQ

**Notice of Intent (NOI) for Storm Water
Discharges Associated with Construction
Activity under the TPDES General Permit**

TCEQ Office Use Only

TPDES Permit Number:

TXR15* * * * *

GIN Number: * * * * *

Fee Receipt No. _____

IMPORTANT:

- Use the attached **INSTRUCTIONS** when completing this form.
- After completing this form, use the attached **CUSTOMER CHECKLIST** to make certain all items are complete and accurate.
- Missing, illegible, or inaccurate items may delay final acknowledgment or coverage under the general permit.

Application Fee: You must submit the \$100 NOI Application Fee to TCEQ under separate cover (see instructions) using the attached Application Fee submittal form. (DO NOT SEND A COPY OF THE NOI WITH THE APPLICATION FEE SUBMITTAL FORM)

Tell us how you paid for this fee:

Check/Money Order No.:	Name Printed on Check:

A. OPERATOR

1. TCEQ Issued Customer Number (CN) (if available):		
2. Legal Name (spelled exactly as filed with the Texas Secretary of State, County, or legal document that was used in forming the entity):		
3. Mailing Address:		Suite No./Bldg.No.:
City:	State:	ZIP Code:
4. Phone No.: () -	Extension:	
5. FAX No.	E-mail Address:	
6. Type of Operator: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship- <input type="checkbox"/> Corporation D.B.A. <input type="checkbox"/> Partnership <input type="checkbox"/> County <input type="checkbox"/> Federal Government <input type="checkbox"/> State Government Government <input type="checkbox"/> City Government <input type="checkbox"/> Other:		
7. Independent Operator: <input type="checkbox"/> Yes <input type="checkbox"/> No (If governmental entity or a subsidiary or part of a larger corporation, check "NO")		
8. Number of Employees: <input type="checkbox"/> 0-20; <input type="checkbox"/> 21-100; <input type="checkbox"/> 101-250; <input type="checkbox"/> 251-500; or <input type="checkbox"/> 501 or higher		
9. Business Tax and Filing Numbers (<i>not applicable to Individuals, Government, General Partnerships, and Sole Proprietorship-D.B.A</i>)		
State Franchise Tax ID Number: _____		Federal Tax ID: _____
TX SOS Charter (filing) Number: _____ (If known)		DUNS Number: _____

B. BILLING ADDRESS (The Operator is responsible for paying the annual fee.)

☐ **Same As Operator** (check if address is the same, then proceed with Section C.)

1. Billing Mailing Address: Suite No./Bldg.No.:		
City:	State:	ZIP Code:

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2. Billing Contact (Attn or C/O):	
3. Country Mailing Information (if outside USA) Territory: Country Code: Postal Code:	
4. Phone No.: () -	Extension:
5. FAX No.	E-mail Address:

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C. APPLICATION CONTACT (If TCEQ needs additional information regarding this application, who should be contacted?)

1. Name:	Title:	Company:
2. Phone No.: () -	Extension:	
3. FAX No.	E-mail Address:	

D. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

1. TCEQ Issued RE Reference Number (RN) (if available):		
2. Name of Project or Site:		
3. Physical Address of Project or Site: (enter in spaces below)		
Street Number:	Street Name:	
City (nearest to the site):	ZIP Code (nearest to the site):	County (Counties if >1):
4. If no physical address (Street Number & Street Name), provide a written location access description that can be used for locating the site: (Ex.: 2 miles west from intersection of Hwy 290 & IH35 on Hwy 290 South)		
5. Latitude:	N	Longitude: W
6. Standard Industrial Classification (SIC) code:		
7. Describe the activity related to the need for this authorization at this site <i>(do not repeat the SIC and NAICS code)</i> :		
8. Is the project/site located on Indian Country Lands? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes , you must obtain authorization through EPA, Region VI.		

E. SITE MAILING ADDRESS (address for receiving mail at the site)

<input type="checkbox"/> Same As Operator (check if address is the same, then proceed with Section F.)		
Mailing Address:	Suite No./Bldg.No.:	
City:	State:	ZIP Code:

F. GENERAL CHARACTERISTICS

1. Has a Pollution Prevention Plan been prepared as required in the general permit? <input type="checkbox"/> Yes <input type="checkbox"/> No If No , coverage may be denied as the PPP is required at the time the NOI is submitted to TCEQ.		
2. Provide the estimated area of land disturbed (to the nearest acre): _____ Acres		

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3. Provide the name of the receiving water body (local stream, lake, drainage ditch), MS4 Operator (if applicable) and the segment number where storm water runoff will flow from the construction site.

MS4 Operator: _____ Receiving Water Body: _____
Segment: _____

G. CERTIFICATION

I, _____
Typed or printed name *Title (Required)*

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ Date: _____
(Use Blue Ink)

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Did you complete everything? Use this checklist to be sure!

Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

Have you also mailed your check and Payment Submittal Form to the Cashier's office? Go to the end of this document for the Payment Submittal Form.

Customer GP TXR150000 Notice of Intent Checklist	
✓	This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the general permit. (See NOI Process description in the Instructions)
<input type="checkbox"/>	Application Fee was sent to TCEQ's Financial Administration and the check information is listed.
	OPERATOR INFORMATION - Confirm each item is complete: ✓ <input type="checkbox"/> Customer Number issued by TCEQ Central Registry (if you have it) <input type="checkbox"/> Legal Name as filed to do business in Texas (Call TX SOS 512/463-5555) <input type="checkbox"/> <input type="checkbox"/> Operator Mailing Address is complete & verifiable with USPS. www.usps.com <input type="checkbox"/> Phone Numbers/E-mail <input type="checkbox"/> Type of Operator (Entity Type) <input type="checkbox"/> Independent Operator <input type="checkbox"/> Number of Employees <input type="checkbox"/> For Corporations or Limited Partnerships - Tax and Filing numbers
<input type="checkbox"/>	Billing Address is complete & verifiable with USPS. www.usps.com
<input type="checkbox"/>	Application Contact - a contact person for TCEQ to call is listed
	REGULATED ENTITY (RE) INFORMATION - Confirm each item is complete: ✓ <input type="checkbox"/> Regulated Entity Reference Number (RN) (if you have it) <input type="checkbox"/> Site/Project Name/Regulated Entity <input type="checkbox"/> Site/Project (RE) Physical Address Please do not use a rural route or post office box for a site location <input type="checkbox"/> Latitude and Longitude http://www.tnrc.state.tx.us/gis/drgview.html or www.terraserer.microsoft.com/advfind.aspx <input type="checkbox"/> Standard Industrial Classification (SIC) code http://www.osha.gov/oshstats/sicser.html and business description <input type="checkbox"/> Indian Country Lands - your answer was NO <input type="checkbox"/> Site Mailing Address (checked same as operator or gave a complete & verifiable with USPS. www.usps.com
	GENERAL CHARACTERISTICS - Confirm each item is complete: ✓ <input type="checkbox"/> Pollution Prevention Plan (PPP) must be "Yes" <input type="checkbox"/> Area of Land Disturbed (nearest acre) <input type="checkbox"/> MS4 Operator, Receiving Water Body or Segment
<input type="checkbox"/>	CERTIFICATION Signature meets 30 Texas Administrative Code (TAC) §305.44 and is original.



**Notice of Intent (NOI) for Storm Water Discharges Associated with
Construction Activity under the TPDES General Permit (TXR150000)**

General Information and Instructions

GENERAL

INFORMATION

Where to Send the Notice of Intent (NOI):

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Storm Water & Pretreatment Team; MC-228
P.O. Box 13087
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Storm Water & Pretreatment Team; MC-228
12100 Park 35 Circle
Austin, TX 78753

It is recommended that the NOI be mailed using a method that documents the date mailed.

TCEQ Contact list:

Application Processing Questions relating to the status and
form requirements:

Technical Questions relating to the general permit:

Environmental Law Division:

Central Records for obtaining copies of forms submitted to
TCEQ:

Information Services for obtaining reports from program data
bases(as available):

Financial Administration's Cashier's office for receipt of
payment:

512/239-3700 & E-mail at
"swpermit@tceq.state.tx.us"

512/239-4671

512/239-0600

512/239-0900

512/239-DATA (3282)

512/239- 0357 or 512/239-0187

Notice of Intent Process:

When your NOI is received by the program, the form will be processed as follows:

1. Administrative Review: Each item on the form will be reviewed for a complete response. In addition, the operator's legal number must be verified with Texas Secretary of State as valid and active (when applicable). The address on the form must be verified with the US Postal service as an address receiving regular mail delivery (never give an overnight/express mailing address).

2. Notice of Deficiency: If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness; and if complete,

3. Acknowledge Coverage: We will mail an Acknowledgment Certificate to the operator. This certificate acknowledges coverage under the general permit

-or If the operator fails to respond to the NOD, we may deny coverage under the

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Denial of Coverage: general permit. If coverage is denied, we will notify the operator.

General Permit (Your Permit)

Provisional coverage under the general permit begins two days following the date that the NOI was postmarked. You should have a copy of the general permit when submitting your application. You may view and print the general permit for which you are seeking coverage on the TCEQ web site www.tceq.state.tx.us.

General Permit Forms

The Notice of Intent and Notice of Termination forms (with instructions) are available in Adobe Acrobat PDF format on the TCEQ web site www.tceq.state.tx.us.

Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted not later than 10 days prior to the change in operator status.

Notice of Change

A Notice of Change letter must be submitted with supplemental or corrected information within 14 days following the time when the operator becomes aware that it failed to submit any relevant facts or incorrect information in the NOI; or the time when relevant facts in the NOI change (i.e. addresses, or phone numbers).

Notice of Termination

A permittee shall terminate coverage under this general permit through the submittal of a NOT when the operator or owner of the facility changes, the discharge becomes authorized under an individual permit, or the use of the property changes and is no longer subject to regulation under this general permit.

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not complete and attach a core data form when submitting this application. After final acknowledgment of coverage under the general permit, the program will transfer the core data to the agency Central Registry for assignment of a Customer Number and Regulated Entity Number. You can find this information on our web site at www.tceq.state.tx.us, where you can query the Central Registry under the regulated entity number, or by your permit number under the search field labeled "Additional ID".

Fees are associated with a General Permit

The general permit refers to two different fees that apply to operators required to submit a Notice of Intent (NOI). Payment of the fees may be made by check or money order, payable to TCEQ.

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

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Application Fee: This is a fee that is required to be paid at the time the NOI is submitted. Failure to submit the payment at the time the application is filed will cause delays in acknowledging coverage or denial of cover under the general permit. This payment must be submitted separately using the Payment Submittal Form. If submitting one check or money order for multiple NOI's, list each site name and location exactly as provided on the NOI.

Annual Water Quality Fee: This is a fee that is assessed to operators with an active authorization under the general permit on September 1 of each year. The operator will receive an invoice for payment of the annual fee in November of each year. The payment will be due 30 days from the invoice date. A 5% penalty will be assessed if the payment is received by TCEQ after the due date. Annual fee assessments cannot be waived as long as the authorization under the general permit is active on September 1. It's important for the operator to submit a Notice of Termination (NOT) when coverage under the general permit is no longer required. A NOT is effective on the postmarked date of mailing the form to TCEQ. It is recommended that the NOT be mailed using a method that documents the date mailed.

INSTRUCTIONS FOR FILLING OUT THE FORM

A. OPERATOR (As defined in the general permit.)

1. TCEQ Issued Customer Number (CN)

TCEQ's Central Registry will assign each customer a number that begins with "CN," followed by nine digits. **This is not a permit number, registration number, or license number.**

- If this customer has not been assigned a Customer Reference Number, leave the space for the Customer Reference Number blank.
- If this customer has already been assigned this number, enter the operator's Customer Reference Number in the space provided.

2. Legal Name

Provide the legal name of the facility operator, as authorized to do business in Texas. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal document forming the entity that is filed in the county where doing business. You may contact the SOS at 512/463-5555, for more information related to filing in Texas. If filed in the county where doing business, provide a copy of the legal documents showing the legal name.

3. Operator Mailing Address

Provide a complete mailing address for this customer to receive mail from the TCEQ. The address must be verifiable with the US Postal Service at www.usps.com for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery.

If this is a street address, please follow US Postal Service standards. In brief, these standards require this information in this order:

- the “house” number—for example, the 1401 in
1401 Main St
- # if there is a direction before the street name, the one- or two-letter abbreviation of that direction
- # (N, S, E, W, NE, SE, SW, or NW)
- # the street name (if a numbered street, do not spell out the number—for example, 6th St, not
- # Sixth St)
- # an appropriate abbreviation of the type of street—for example, St, Ave, Blvd, Fwy, Exwy, Hwy,
- # Cr, Ct, Ln
- # if there is a direction after the street name, the one- or two-letter abbreviation of that direction (N,
- S, E, W, NE, SE, SW, or NW)
- if there is a room number, suite number, or company mail code

City, State, and ZIP Code

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

Country Mailing Information

If this address is **outside** the United States, enter the territory name, country code, and any non-ZIP mailing codes or other non-U.S. Postal Service features here. If this address is **inside** the United States, leave these spaces blank.

Operator Electronic Communications

4. Phone Number

This number should correspond to this customer’s mailing address given earlier. Enter the area code and phone number here. Leave “Extension” blank if this customer’s phone system lacks this feature.

5. Fax Number and E-mail Address

This number and E-mail address should correspond to operator’s mailing address given earlier. (Optional Information)

6. Type of Operator

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type:

Individual	is a person and has not established a business to do whatever causes them to be regulated by us.
Sole Proprietorship— D.B.A.	is a business that is owned by only one person and has not been incorporated. This business may: <ul style="list-style-type: none"> • be under the person’s name • have its own name (“doing business as,” or d.b.a.) • have any number of employees
Partnership	is a business that is established as a partnership as defined by the Texas Secretary of State’s Office.

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Corporation	meets all of these conditions: <ul style="list-style-type: none"> is a legally incorporated entity under the laws of any state or country is recognized as a corporation by the Texas Secretary of State has proper operating authority to operate in Texas.
Federal, state, county, or city government (as appropriate)	is either an agency of one of these levels of government or the governmental body itself.
Other	fits none of the above descriptions. Enter a short description of the type of customer in the blank provided.

7. Independent Operator

Check "No" if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check "Yes."

8. Number of Employees

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in this NOI.

9. State Franchise Tax ID Number	Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.
Federal Tax ID	All businesses, except for some small sole proprietors, should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Individuals and sole proprietors do not need to provide a federal tax ID.
TX SOS Charter (filing) Number	Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512/463-5555 or www.sos.state.tx.us
DUNS Number	Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

B. BILLING ADDRESS

An annual fee is assessed to an operator holding an active authorization under the general permit September 1 of each year. Provide the complete mailing address where the annual fee invoice should be mailed. Verify the address with the USPS ensuring it to be an address for delivery of regular mail (not overnight express mail). Also, provide a phone number of the office responsible for payment of the invoice. The operator is the responsible billing client for payment of annual fee.

C. APPLICATION CONTACT

Provide the name, title and communication information of the person that TCEQ can contact for additional information regarding this application.

D. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

1. Regulated Entity Reference Number (RN)

This is a number issued by TCEQ's Central Registry to sites regulated by TCEQ (a location where a regulated activity occurs). **This is not a permit number, registration number, or license number.**

- If this Regulated Entity has not been assigned a Regulated Entity Number, leave the space for the Regulated Entity Number blank.

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- If this customer has already been assigned this number, enter the operator's Regulated Entity Number.

2. Site/Project Name/Regulated Entity

Provide the name of the site as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity. A regulated entity number will be assigned by Central Registry, if this is a new site (not currently regulated by TCEQ).

3. Site/Project (RE) Physical Address

Enter the complete address of where the site is located. This address must be validated through US Postal Service or your local police (911 service) as a valid address. Please confirm this to be a complete and valid address. In some rural areas, new addresses are being assigned to replace rural route addresses. **Please do not use a rural route or post office box for a site location.**

Provide the county, city and ZIP code of the area where the project/site is located. This information is required to complete the processing of your form.

4. No Physical Address

If a site does not have an actual physical address that includes a street (or house) number and street name, enter NO ADDRESS for the street name. Then provide a complete written location access description. *For example:* "The site is located 2 miles west from intersection of Hwy 290 & IH35, locate on the southwest corner of the Hwy 290 South bound lane."

For projects/sites that includes a large project area, describe the project. *For example:* "State Highway 45 road project between Highway 620 and IH 35."

5. Latitude and Longitude

Enter the latitude and longitude of the site in either degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to: <http://www.tnrc.state.tx.us/gis/drgview.html> or www.terraserver.microsoft.com/advfind.aspx.

6. Standard Industrial Classification (SIC) code

Provide the SIC code that best describes the activity being conducted at the site.

Common SIC Codes related to construction activities include: 1521 Construction of Single Family Homes; 1522 Construction of Residential Bldgs. Other than Single Family Homes; 1541 Construction of Industrial Bldgs. and Warehouses; 1542 Construction of Non-residential Bldgs. other than Industrial Bldgs. and Warehouses; 1611 Highway & Street Construction, except Highway Construction; 1622 Bridge, Tunnel, & Elevated Highway Construction; 1623 Water, Sewer, Pipeline & Communications, and Power Line Construction.

For help with SIC codes, go to: <http://www.osha.gov/oshstats/sicser.html>

7. Description of Activity Regulated

Provide a description of the activity being conducted at the site. This must be a description specific to what you are doing that requires this authorization. (Do not repeat the SIC Code)

8. Indian Country Lands

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA, Region VI, Dallas. **Do not submit this form to TCEQ.**

E. SITE MAILING ADDRESS

Provide a complete mailing address to be used by TCEQ for receiving mail at the site. In most cases, the address is the same as the operator. If so, simply place a check mark in the box. If you provide a different address, please verify the address with USPS as noted above for the operator address.

F. GENERAL CHARACTERISTICS

1. Pollution Prevention Plan (PPP)

This plan identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation measures, your site's plan might identify the devices that collect and filter storm water, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. **You must develop this plan in accordance with the TCEQ general permit requirements. This plan must be developed and implemented before you complete this NOI.** This plan must be available for a TCEQ investigator to review on request.

2. Estimated Area of Land Disturbed

Provide the approximate number of acres that the construction site will disturb. Construction activities that disturb less than one acres, unless they are part of a larger common plan that disturbs more than one acre, do not require permit coverage. Construction activities that disturb between one and five acres, unless they are part of a common plan that disturbs more than five acres, do not require submission of an NOI. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. If the acreage is less than 1, enter 1. "Disturb" means any clearing, grading, excavating, or other similar activities. If you have any questions about this item, please call the storm water technical staff at (512)239-4671.

3. Receiving Water Body

The storm water from your site eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. The discharge may initially be into a municipal separate storm sewer system (MS4). If applicable, provide the name of the entity that operates the MS4 where the storm water discharges. An MS4 operator is often a city, town, or utility district, but possibly another form of government.

You must provide the name of the water body that receives the discharge from the construction site (a local stream or lake). Storm water may be discharged directly to a receiving stream or through a MS4. If known, please include the segment number if the discharge is to a classified water body.

G. OPERATOR CERTIFICATION

The certification must bear an original signature of a person meeting the signatory requirements specified in under 30 Texas Administrative Code (TAC) §305.44. The printed name and title of the person signing the form must be provided. NOI forms with stamped or copied signatures will not be processed.

IF YOU ARE A CORPORATION:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at 512/239-0600.

30 Texas Administrative Code §305.44. Signatories to Applications.

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For

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purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

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**Texas Commission on Environmental Quality
General Permit Payment Submittal Form**

Use this form to submit your Application Fee.

- Complete items 1 through 4 below:
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your NOI form.
- Do not mail this form to the same address as your NOI. Instead, mail this form and your check to:

BY REGULAR U.S. MAIL

Texas Commission on Environmental
Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

To confirm receipt of payment, call the Cashier's office at 512/239- 0357 or 239-0187.

Fee Code: **GPA**

General Permit: **TXR150000**

1. Check / Money Order No:

2. Amount of Check/Money Order:

3. Date of Check or Money Order:

4. Name on Check or Money Order:

5. NOI INFORMATION

If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. **DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.**

☐ See Attached List of Sites *(If more space is needed, you may attach a list.)*

Project/Site (RE) Name:

Project/Site (RE) Physical Address:

Staple Check In This Space

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TPDES OPERATOR'S INFORMATION

Owner's Name and Address: City of San Antonio - Aviation Department
Attn: Mr. X XX
P.O. Box
San Antonio, TX 78216
210/

Contractors' Names and Addresses:

Prime Contractor:

_____ (Office Address)

____/ ____ - ____ (Telephone)

_____ (Site Address)

_____ (Superintendent's name)

____/ ____ - ____ (Telephone)

Erosion Control and Maintenance Inspection:

____/ ____ - ____ (Telephone)

_____ (Superintendent's name)

CITY OF SAN ANTONIO CERTIFICATION FOR TPDES PERMITTING

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(Signature)

Mr. X XX
Title

City of San Antonio – Aviation Department
P.O. Box
San Antonio, TX 78716

(Date)

GENERAL CONTRACTOR CERTIFICATION FOR TPDES PERMITTING

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: _____

Name (printer or typed): _____

Title: _____

Company Name: _____

Address: _____

Date: _____

EROSION CONTROL CONTRACTOR'S INSPECTION AND MAINTENANCE CERTIFICATION

I certify under penalty of law that I understand the terms and conditions of the general Texas Pollutant Discharge Elimination System (TPDES) permit that authorizes the storm water discharges associated with construction activity from the construction site identified as part of this Certification.

Signature: _____

Name (printed or typed): _____

Title: _____

Company Name: _____

Address: _____

Date: _____

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT

Project: _____

Contractor: _____

Inspector: _____ Date: _____

□□□□	LOCATION	SEDIMENT HEIGHT	PROBLEM DESCRIPTION	MAINTENANCE REQUIRED	REPAIRED DATE
<u>EXISTING CONTROLS</u>					
<u>NEEDED CONTROLS</u>					
<u>FAILED/INADEQUATE CONTROLS</u>					
<u>SEDIMENT/OTHER POLLUTANT DISCHARGE</u>					

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**CONSTRUCTION SITE NOTICE
FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program
TPDES GENERAL PERMIT TXR150000**

The following information is posted in compliance with **Part II.D.2.** of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from construction sites. Additional information regarding the TCEQ storm water permit program may be found on the internet at:
www.tnrc.state.tx.us/permitting/waterperm/wwperm/tpdestorm

Contact Name and Phone Number:	
Project Description: ((Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized))	
Location of Storm Water Pollution Pre Plan :	

For Construction Sites Authorized Under Part II.D.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.D.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A storm water pollution prevention plan has been developed and implemented according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 system. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title

Date

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**Notice of Termination (NOT) for Storm Water
Discharges Associated with Construction
Activity under the TPDES Construction General
Permit (TXR150000)**

TCEQ Office Use Only

TPDES Permit Number: TXR15* * * * *

NO ΓIN Νομβερ: * * * * *

TCEQ
[Instructions](#)

For help completing this application, read the TXR150000 NOI Instructions ([TCEQ-20023-](#)

A. TPDES Permit Number: TXR15 _____

B. Construction Site Operator

Customer Reference Number: CN _____

Name: _____

Mailing Address: _____

City: State: Zip Code: _____

Country Mailing Information (*if outside USA*) Territory: ____ Country Code: _____ Postal Code: ____

Phone Number: _____ Extension: _____ Fax Number: _____

E-mail Address: _____

C. Project / Site Information Regulated Entity Reference Number: RN

Name: _____

Physical Address: _____

Location Access Description: _____

City: _____ County: _____ Zip Code: ____

D. Contact - If the TCEQ needs additional information regarding this termination, who should be contacted?

Name: _____ Title: _____

Phone Number: _____ Extension: _____ Fax Number: _____

E-mail Address: _____

E. Certification

I certify under penalty of law that authorization under the TPDES Construction General Permit (TXR150000) is no longer necessary based on the provisions of the general permit. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with construction activity under the general permit TXR150000, and that discharging pollutants in storm water associated with construction activity to waters of the U.S. is unlawful under the Clean Water Act where the discharge is not authorized by a TPDES permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the Clean Water Act.

Construction Site Operator Representative:

Prefix: _____ First: _____ Middle: _____

Last: _____ Suffix: _____

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Title: _____

Signature: _____ Date: _____

If you have questions on how to fill out this form or about the storm water program, please contact us at (512) 239-4671. Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at (512) 239-3282.

The completed NOT must be mailed to the following address:

**Texas Commission on Environmental Quality
Storm Water & General Permits Team; MC - 228
P.O. Box 13087
Austin, Texas 78711-0887**

Completing the Notice of Termination for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR150000)

Who May File a Notice of Termination (NOT) Form

Permittees disturbing 5 acres or more (or part of a larger common plan of development or sale disturbing 5 acres or more) who are presently covered under the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit must submit a Notice of Termination (NOT) when final stabilization has been achieved on all portions of the site that is the responsibility of the permittee; or another permitted operator has assumed control over all areas of the site that have not been finally stabilized and all silt fences and other temporary erosion controls have either been removed, scheduled for removal as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.

Final Stabilization occurs when either of the following conditions are met:

- (a) All soil disturbing activities at the site have been completed and a uniform (e.g. evenly distributed, without large bare areas) perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
- (b) For individual lots in a residential construction site by either:
 - (1) the homebuilder completing final stabilization as specified in condition (a) above; or
 - (2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization.
- (c) For construction activities on land used for agricultural purposes (e.g. pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to a surface water and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.

A. TPDES Permit Number

Provide the TPDES permit number assigned to the operator of the construction site.

B. Construction Site Operator Information

Customer Reference Number

This number designates the operator's status as a TCEQ "customer"—in other words, an individual or business that is involved in an activity that we regulate. We assign each customer a number that begins with "CN," followed by nine digits. ***This is not a permit number, registration number, or license number.*** In the remainder of this section, we will use "this customer" to mean the operator for Part B of the form.

- If this customer has not been assigned a Customer Reference Number, leave the space for the Customer Reference Number blank.
- If this customer has already been assigned this number, enter the operator's Customer Reference Number.
- ***Do not enter a permit number, registration number, or license number in***

place of the Customer Reference Number.

Name

Enter the legal name of this customer as authorized to do business in Texas. Include any abbreviations (LLC, Inc., etc.).

Mailing Address

Enter a central and general mailing address for this customer to receive mail from the TCEQ. For example, if this customer is a large company, this address might be the corporate or regional headquarters. On the other hand, for a smaller business, this address could be the same as the site address.

If this is a street address, please follow US Postal Service standards. In brief, these standards require this information in this order:

- the “house” number—for example, the 1401 in 1401 Main St
- if there is a direction before the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)
- the street name (if a numbered street, do not spell out the number—for example, 6th St, not Sixth St)
- an appropriate abbreviation of the type of street—for example, St, Ave, Blvd, Fwy, Exwy, Hwy, Cr, Ct, Ln
- if there is a direction after the street name, the one-or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)
- if there is a room number, suite number, or company mail code

City, State, and ZIP Code

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

Country Mailing Information

If this address is ***outside*** the United States, enter the territory name, country code, and any non-ZIP mailing codes or other non-U.S. Postal Service features here. If this address is ***inside*** the United States, leave these spaces blank.

Phone Number and Extension

This number should correspond to this customer’s mailing address given earlier. Enter the area code and phone number here. Leave “Extension” blank if this customer’s phone system lacks this feature

Fax Number

This number should correspond to this customer’s mailing address given earlier. Enter the area code and fax number here.

E-mail Address

As with the mailing address, this should be a general address that is appropriate for e-mail to this customer’s central or regional headquarters, if applicable.

C. Project / Site Information

Regulated Entity Reference Number

This number designates this site’s status as a TCEQ “regulated entity”—in other words, a location where an activity that we regulate occurs. We assign each regulated entity a number that begins with “RN,” followed by nine digits. ***This is not a permit number, registration***

number, or license number.

- If this site has not been assigned a Regulated Entity Reference Number, leave the space for the Regulated Entity Reference Number blank.
- If this site has already been assigned this number, enter the Regulated Entity Reference Number.
- ***Do not enter a permit number, registration number, or license number in place of the Regulated Entity Reference Number.***

Name

Enter the name by which you want this site to be known to the TCEQ.

Physical Address

Enter the physical address of the site itself. TCEQ staff should be able to use this address to find the site.

Location Description

Enter a physical description of the location of the site based on highway intersections and/or permanent landmarks.

City, County, and ZIP Code

Enter the name of the city, the county, and the ZIP Code. (Enter the full ZIP+4 if you know it.)

D. Contact

Give all the relevant information for the person whom TCEQ can contact if there are questions about any of the information on this form—perhaps the same person who completed the form.

E. Certification

The operator must sign and date this statement to validate this NOI. Be sure to enter the full legal name of the person signing the form and the relevant title—for example, “Operator,” “Operator’s attorney,” or “Senior Site Manager.” Use the “Prefix” blank for such titles as Dr., Mr., or Ms., as desired. Use the “Suffix” blank for such designations as Ph.D., Jr., Sr., III, or J.D., if applicable.

For a corporation, the application shall be signed by a responsible corporate officer. A responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this application, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g. regional administrator of the United States Environmental Protection Agency).

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Questions?

If you have questions about any of the information on this form, contact our Storm Water Program at 512/239-4671 or look for “Storm Water” on our Web site:

www.tceq.state.tx.us

GENERAL CONTRACTOR CERTIFICATION FOR TERMINATION OF COVERAGE

I certify under penalty of law, that all storm water discharges associated with industrial activity from the identified facility that authorized by a general permit have been eliminated or that I am no longer the operator of the facility or construction site. I understand that by submitting this notice of termination, I am no longer authorized to discharge storm water associated with industrial activity under this general permit, and that discharging pollutants in storm water associated with industrial activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by a TPDES permit. I also understand that the submittal does not release an operator from liability for any violations of this permit or the Clean Water Act.

Signature: _____

Name (printed or typed): _____

Title: _____

Company Name: _____

Address: _____

Date: _____

CITY OF SAN ANTONIO CERTIFICATION FOR TERMINATION OF COVERAGE

I certify under penalty of law, that all storm water discharges associated with industrial activity from the identified facility that authorized by a general permit have been eliminated or that I am no longer the operator of the facility or construction site. I understand that by submitting this notice of termination, I am no longer authorized to discharge storm water associated with industrial activity under this general permit, and that discharging pollutants in storm water associated with industrial activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by a TPDES permit. I also understand that the submittal does not release an operator from liability for any violations of this permit or the Clean Water Act.

(Signature)

Name

Title

City of San Antonio – Aviation Division

P.O. Box

San Antonio, TX 77218

(Date)